

भारत का गाज़ीट The Gazette of India

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सं. 19]
No. 19]

नई दिल्ली, शनिवार, मई 10, 2003/वैशाख 20, 1925
NEW DELHI, SATURDAY, MAY 10, 2003/VAISAKHA 20, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खाना 3—उप-खाना (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल, सचिवालय

नई दिल्ली, 29 अप्रैल, 2003

का. आ. 1375.—केन्द्रीय सरकार एतदद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की अनुभा॒
6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश सरकार के गृह (पुलिस) अनुभाग-12 की अधिसूचना सं.
1424/6-12-2003-1(11)/2003 दिनांक 03-03-2003 के साथ पठित उत्तर प्रदेश सरकार के गृह (पुलिस) अनुभाग-12 की संस्थानीय अधिसूचना सं.
1614/6-12-03-1(11)D/03 दिनांक 22-03-2003 द्वारा जापा डबर प्रदेश गवर्नर सलकार की सहमति से अकाशगाँव पुलिस स्टेशन, अलीगढ़, उत्तर प्रदेश में भारतीय दंड संहिता, 1860 की धारा 302/201 के अधीन दर्ज समझ अप्रूपध सं. 19/2003 और उपर्युक्त अप्रूपध से संबंधित अथवा संस्करण प्रयत्नों, दुष्प्रयत्नों और लड़यों तथा उसी सम्बन्धान के अनुकान में किए याएँ साथमा उन्हीं दर्शकों से उद्भूत किसी अन्य अप्रूपध अप्रूपध अंपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य पर करते हैं।

[सं. 228/19/2003-डी.एस.पी.ई.]

शुभा ठाकुर, अवर सचिव

CABINET SECRETARIAT

New Delhi, the 29th April, 2003.

S.O. 1375.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 26 of 1946), the Central Government with the consent of the Government of Uttar Pradesh Home (Police) Section-12 accorded vide Notification No. 1424/6-12-2003-1(11)/2003 dated 03-03-2003 read with Notification No. 1614/6-12-03-1(11)D/03 dated 22-3-2003, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of the case.

crime No. 19/2003 registered at Akrabad PS, Aligarh, U.P. U/s 302/201 of Indian Penal Code, 1860 and attempts, abetments and conspiracy in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/19/2003-DSPE]

SHUBHA THAKUR, Under Secy.

वित्त एवं कम्पनी व्यापार विभाग

(आर्थिक कार्य विभाग)

(बैंकिंग विभाग)

नई दिल्ली, 24 अप्रैल, 2003

का. आ. 1376.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2005 तक मयूरभंज सेंट्रल बैंक लि., बारीपदा (उड़ीसा) पर लागू नहीं होंगे।

[फा. सं. 1(17)/2003-ए.सी.]

मंगल मरांडी, अवर सचिव

MINISTRY OF FINANCE AND COMPANY AFFAIRS

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 24th April, 2003

S.O. 1376.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to the Mayurbhanj Central Co-Operative Bank Ltd., Baripada (Orissa) from the date of publication of this Notification in the Official Gazette to 31st March, 2005.

[F. No. 1(17)/2003-AC]

MANGAL MARNDI, Under Secy.

नई दिल्ली, 24 अप्रैल, 2003

का. आ. 1377.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2005 तक बौध सहकारी सेंट्रल बैंक लि., बौध (उड़ीसा) पर लागू नहीं होंगे।

[फा. सं. 1(18)/2003-ए.सी.]

मंगल मरांडी, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1377.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of Sub-section (1) of Section 11 of the said Act shall not apply to the Boudh Co-operative Central Bank Ltd., Boudh (Orissa) from the date of publication of this Notification in the Official Gazette to 31st March, 2005.

[F. No. 1(18)/2003-AC]

MANGAL MARNDI, Under Secy.

उपभोक्ता भागले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता भागले विभाग)

भारतीय मानक ब्यूरो

मई दिल्ली, 30 अप्रैल, 2003

का. आ. 1378.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 10109:2002-तेल दाढ़ स्टोव-अन्तर्राष्ट्रीय बनर टाइप-विशिष्टि (पहला पुनरीक्षण)	आईएस 10109:1981	2002 10 31
2.	आईएस 10433 (भाग 2) : 2002-तेल-चालित युग्मको के लिए स्टड टी बॉडी (स्टड रन)-विशिष्टि भाग 2 बॉर स्टॉक से निर्मित (पहला पुनरीक्षण)	आईएस 10433 : 1983	2002 12 31
3.	आईएस 10481 : 2002-इवीय तरल पावर-पद्धतियों से संबंधित सामान्य नियम (पहला पुनरीक्षण)	आईएस 10481 : 1983	2002 10 31
4.	आईएस 11346 : 2002-कृषि व जलपूर्ति के पर्यों के लिये स्वीकार्यता परीक्षण की संहिता (पहला पुनरीक्षण)	आईएस 11346 : 1985	2002 12 31
5.	आईएस 12404 : 2003 सामान्य प्रयोजनों के लिए मध्यम घनत्व के रेशा बोर्ड-विशिष्टि (पहला पुनरीक्षण)	आईएस 12406 : 1988	2003 02 28
6.	आईएस 12725 : 2002-वायु चालित तरल पावर-पद्धतियों से संबंधित सामान्य नियम (पहला पुनरीक्षण)	आईएस 12725 : 1988	2002 11 30
7.	आईएस 13073 (भाग 1) : 2002-कंक्रीट और सिंचाई बांधों के लिए विस्थापन मापी युक्तियों का संस्थापन रखा-रखाव और प्रेक्षण-रीति संहिता भाग 1 साहुल द्वारा विक्षेप मापन (पहला पुनरीक्षण)	आईएस 13073:1991	2002 11 30

(1)	(2)	(3)	(4)
8.	आईएस 13108 (भाग 1) : 2002- प्रकाशिकी और प्रकाशिक उपकरण- माइक्रोस्कोप भाग 1 प्रकाश माइक्रोस्कोपी में सामान्य उपयोग का निमज्जन तैल (पहला पुनरीक्षण)	आईएस 13108 (भाग 1) : 1986	2002-11-30
9.	आईएस 13722 : 2002- उत्पाद ग्रेड ए और बी के लिए भीटरी सूक्ष्म अंतराल वाली चूड़ी सहित शैली 1 की षटकोणीय ढिबरियाँ (पहला पुनरीक्षण)	आईएस 13722 : 1993	2002-11-30
10.	आईएस 13723 : 2002- भीटरी सूक्ष्म अंतराल वाली चूड़ी सहित शैली 2 की षटकोणीय ढिबरियाँ-उत्पाद ग्रेड ए और बी (पहला पुनरीक्षण)	आईएस 13723 : 1994	2002-11-30
11.	आईएस 13724 : 2002- उत्पाद ग्रेड ए और बी के लिए भीटरी सूक्ष्म अंतराल वाली चूड़ी सहित षटकोणीय पतली ढिबरियाँ (शेफ्फर किए गए) (पहला पुनरीक्षण)	आईएस 13724 : 1994	2002-11-30
12.	आईएस 13725 : 2002- उत्पाद ग्रेड ए और बी के लिए भीटरी सूक्ष्म अंतराल वाली चूड़ी सहित षटकोणीय शीर्ष वाले पेंच (पहला पुनरीक्षण)	आईएस 13725 : 1993	2002-12-31
13.	आईएस 13726 : 2002- उत्पाद ग्रेड ए और बी के लिए भीटरी सूक्ष्म अंतराल वाली चूड़ी सहित षटकोणीय शीर्ष वाले काबले (पहला पुनरीक्षण)	आईएस 13726 : 1994	2002-12-31
14.	आईएस 14231 (भाग 8) : 2002- टेलीविजन और ध्वनि संकेतों के लिए केबलकृत वितरण तंत्र भाग 8 रिटर्न पाथ की प्रणाली कार्यकारिता	—	2002-11-30
5.	आईएस 14231 (भाग 9) : 2002- टेलीविजन और ध्वनि संकेतों के लिए केबलकृत वितरण तंत्र भाग 9 डिजिटल माड्यूलित संकेतों के लिए केबलकृत वितरण प्रणाली के अन्तर्गत	—	2002-12-31
16.	आईएस 14483 (भाग 2) : 2002- उर्वरक एवं रासायनिक अन्तःक्षेपण पद्धति भाग 2 जल-चालित कैमिकल इंजेक्टर पम्प	—	2002-09-30

(1)	(2)	(3)	(4)
17.	आईएस 15154 : 2002- काजल—विशिष्टि	आईएस 13726 : 1994	2002-08-31
18.	आईएस 15196 : 2002- प्लास्टिक फुटवियर फर्म—विशिष्टि	—	2002-12-31
19.	आईएस 15205 : 2002- खिजाब (इमलशन टाइप)—विशिष्टि	—	2002-09-30
20.	आईएस 15210: 2002- कार्य-स्थल पर वायु-विनाइल क्लोराइड का निर्धारण—चारकोल नलिका/गैस क्रोमेटोग्राफीय विधि	—	2002-10-31
21.	आईएस 15211: 2002- कार्य-स्थल पर वायु—वाष्पीय एरोमैटिक हाइड्रोकार्बनों का निर्धारण—चारकोल नलिका/ विलायक अन-अधिशोषण/गैस क्रोमेटोग्राफीय विधि	—	2002-12-31
22.	आईएस 15214: 2002- निर्मित उत्पाद के आंकड़ों के वर्णन और अन्तरण प्रणाली को कार्यान्वयित करने की सामान्य आवश्यकताएं	—	2002-09-30
23.	आईएस 15215: 2002- एक दो तरफा लचीले प्रिंटेड तारों के बोर्डों की अनुस्तित भार्गदर्शक पुस्तिका	—	2002-11-30
24.	आईएस 15218(भाग 1): 2002- विद्युतरोधी पदार्थ—आयनन विकिरण के प्रभाव का निर्धारण भाग 1 विकिरण अन्तर्क्रिया एवं मात्रा मापण	—	2002-10-31
25.	आईएस 15220 : 2002- हैलोजनकृत हाइड्रोकार्बन—हैलोन 1211 और हैलोन 1301 अग्निशमन माध्यम— विशिष्टि	—	2002-12-31
26.	आईएस 15221: 2002- हैलोन 1211 और हैलोन 1301 (हैलोजनकृत हाइड्रोकार्बन) — अग्निशमन माध्यम के सुरक्षित प्राप्तस्तान और अंतरण की कार्यविधि—रीति संहिता	—	2002-12-31
27.	आईएस 15222: 2002- आग से बचाव के लिए अग्निशमन के माध्यम से रूप में कार्बन डाईऑक्साइड—विशिष्टि	—	2002-2-31
28.	आईएस 15224: 2002- तापहट पोलिएस्टर रेजिन (कांचरेशा प्रबलित) से बनाई गई प्लास्टिक की परभाषी चहरों को अकेले अथवा एस्केस्टोस सीमेंट चहरों/इस्पात चहरों/एस्यूमिनियम चहरों के साथ बिछाना— रीति संहिता	—	2002-12-31

(1)	(2)	(3)	(4)
29.	आईएस 15227: 2002- डेल्टामेरीन यू.एल.बी.—विशिष्टि	आईएस 13726 : 1994 —	2002-11-30
30.	आईएस 15228 : 2002- साइफलूथ्रीन—जल में इम्लशन (ई. डब्ल्यू.) विशिष्टि	—	2002-10-31
31.	आईएस 15229: 2002- मीटोलाकलोर तकनीकी—विशिष्टि	—	2002-11-30
32.	आईएस 15230: 2002- मीटोलाकलोर ई सी—विशिष्टि	—	2002-11-30
33.	आईएस 15231: 2002- ऐनीलोफोस + 2, 4-डी ईस्टर ई सी— विशिष्टि	—	2002-12-31
34.	आईएस 15232: 2002- फेनोक्सेप्रोप-पी-ईथाइल तकनीकी— विशिष्टि	—	2002-11-30
35.	आईएस 15236: 2002- प्रोफेनोफौस + साइपरमेथ्रिन इम्लसीफियबल सान्द्र—विशिष्टि	—	2002-10-31
36.	आईएस 15237: 2002- पेनकौनेजोल इम्यूलसीफियबल सान्द्र— विशिष्टि	—	2002-09-30
37.	आईएस 15239: 2002- फेनोक्साप्रोप- पी - ईथाइल इम्लसीफियबल सान्द्र - विशिष्टि	—	2002-10-31
38.	आईएस 15240: 2002- प्रोफेनोफौस इम्यूलसीफियबल सान्द्र विशिष्टि	—	2002-09-30
39.	आईएस 15242: 2002- चुम्बक (स्कूल एवं कालेज के प्रयोग के लिए) विशिष्टि	—	2002-11-30
40.	आईएस 15243: 2002- पौसम विज्ञान प्रयोजन के लिए गति स्केल सैट	—	2002-12-31
41.	आईएस 15247:2002- टूल्स के शेंक के स्वचालित बदलाव के लिए 7/24 टेपर - स्पिंडल नोज के लिए टेपर	—	2002-09-30
42.	आईएस 15248:2002- मशीन टूल्स के लिए दो-पीस जबड़ों वाला स्वतः केन्द्रण वाली चक्र (टंग व गुब टाइप)- अन्तर्विनियम - योग्य माप तथा स्वीकरण परीक्षण विशिष्टियाँ	—	2002-11-30

(1)	(2)	(3)	(4)
43.	आईएस 15249:2002- मशीन टूल्स - पावर चक पर जबड़े की जड़ाई	आईएस 13726 : 1994	2002-11-30
44.	आईएस 15251:2002- भारी काम के लिए जूतों के लास्ट - विशिष्टि	—	2002-11-30
45.	आईएस 15253:2002- डियू गेज - विशिष्टि	—	2002-11-30
46.	आईएस 15256(भाग 1): 2002- बैंकिंग - कुंजी प्रबन्धन (खुदरा) भाग 1 कुंजी प्रबन्धन का परिचय	—	2002-12-31
47.	आईएस 15256(भाग 4): 2002- बैंकिंग - कुंजी प्रबन्धन (खुदरा) भाग 4 जन कुंजी कूट लेखन के प्रयोग द्वारा कुंजी प्रबन्धन तकनीक	—	2002-11-30
48.	आईएस 15256(भाग 6): 2002- बैंकिंग - कुंजी प्रबन्धन (खुदरा) भाग 6 कुंजी प्रबन्धन योजनाएं	—	2002-11-30
49.	आईएस 15259:2002- होम लिफ्टों का संस्थापन और रख रखाव - रीति संहिता	—	2002-11-30
50.	आईएस 15260: 2002- वस्त्रादि मशीनरी - टू-फार - वन टिवस्टर शब्दावली	—	2002-11-30
51.	आईएस 15261: 2002- ज्यामितीय उत्पाद विशिष्टियां (जी पी एस) पृष्ठ गठन : प्रोफाइल पद्धति-संपर्क (स्टाइल्सस) उपकरणों के अभिहित अभिलक्षण	—	2002-12-31
52.	आईएस 15262: 2002- ज्यामितीय उत्पाद विशिष्टियां (जी पी एस) पृष्ठ गठन : प्रोफाइल पद्धति - पारिभाषिक शब्द, परिभाषाएं और पृष्ठ गठन पैरामीटर	—	2002-12-31
53.	आईएस 15264: 2002- ज्यामितीय उत्पाद विशिष्टियां (जी पी एस) पृष्ठ दोय - पारिभाषिक शब्द, परिभाषाएं तथा पैरामीटर	—	2002-11-30
54.	आईएस 15268(भाग 1): 2002- प्रकाशिकी और प्रकाशिक उपकरण - माइक्रोस्कोप - स्लाइड भाग 1 आयाम, प्रकाशिक गुणधर्म और मुहरांकन	—	2002-12-31

(1)	(2)	(3)	(4)
55.	आईएस 15268(भाग 2) : 2002- प्रकाशिकी और प्रकाशिक उपकरण - माइक्रोस्कोप - स्लाइड भाग 2 सामान की गुणवत्ता फिनिश तथा पैकेजिंग का तरीका	आईएस 13726 : 1994	2002-12-31
56.	आईएस 15270(भाग 1) : 2002- प्रकाशिकी और प्रकाशिक उपकरण - माइक्रोस्कोप - आवरण ग्लास भाग 1 आयाम, छूटे, मोटाई और प्रकाशिक गुणधर्म	—	2002-11-30
57.	आईएस 15270(भाग 2) : 2002- प्रकाशिकी और प्रकाशिक उपकरण - माइक्रोस्कोप - आवरण ग्लास भाग 2 सामान की गुणवत्ता फिनिश तथा पैकेजिंग का तरीका	—	2002-11-30
58.	आईएस 15276 : 2002- तरल शक्ति और सामान्य उपयोग के लिए धातु की नालियों के संयोजक 24 ओ-छल्लों के वेल्ड निप्पल के साथ संयोजन यंत्र	—	2002-12-31
59.	आईएस 15277 : 2002- तरल शक्ति और सामान्य उपयोग के लिए धातु की नालियों के संयोजक चूड़ी वाले द्रवचालित तरल शक्ति संयोजक यंत्र के लिए परीक्षण पद्धति	—	2002-12-31
60.	आईएस 15283 : 2002- आवधिक प्रकाशनों के यूनियन केटलॉग में प्रविष्टि का ले-आउट	—	2003-01-31
61.	आईएस 15298(भाग 1) : 2002- व्यावसायिक उपयोग के लिए सुरक्षित, संरक्षी और नौकरी पेशा फुटवियर भाग 1 अपेक्षाएं और परीक्षण पद्धतियाँ	—	2002-12-31
62.	आईएस 15298(भाग 1) : 2002- व्यावसायिक उपयोग के लिए सुरक्षित, संरक्षी और नौकरी पेशा फुटवियर भाग 1 सुरक्षित फुटवियर की विशिष्टि	—	2002-12-31
63.	आईएस 15298(भाग 3) : 2002- व्यावसायिक उपयोग के लिए सुरक्षित, संरक्षी और नौकरी पेशा फुटवियर भाग 3 संरक्षी फुटवियर की विशिष्टि	—	2002-12-31

(1)	(2)	(3)	(4)
64.	आईएस 15298(भाग 4) : 2002- व्यावसायिक उपयोग के लिए सुरक्षित, संरक्षी और नौकरी पेशा फुटवियर भाग 4 व्यावसायिक फुटवियर की विशिष्टि	—	2002-12-31
65.	आईएस 15299 : 2002- मशीनी औजार-हब फ्लैंजों द्वारा सादे घिसाई चक्र का आरोपण	—	2002-12-31
66.	आईएस 15300 : 2002- दाबन के औजार-पंच-नाम पद्धति तथा परिभायिक शब्दावली	—	2002-12-31
67.	आईएस/आईएसओ 19001 : 2002 गुणता तथा/अथवा पर्यावरणीय प्रबन्ध पद्धतियों के संपरीक्षण की मार्गदर्शिका	आईएस/आईएसओ 10011-1: 1990, 2002-12-31 आईएस/आईएसओ 10011-2: 1991, आईएस/आईएसओ 10011-3: 1991, आईएस/आईएसओ 14010 : 1996, आईएस/आईएसओ 14011 : 1996 और आईएस/आईएसओ 14012 : 1996	
68.	आईएस/आईईसी 60309-1 : 2002- औद्योगिक प्रयोजनों के लिए प्लग, सॉकेट-आउटलेट और कपलर्स भाग 1 सामान्य अपेक्षाएं (पहला पुनरीक्षण)	आईएस/आईईसी 60309-1 : 1996	2002-10-31
69.	आईएस/आईईसी 60309-2 : 2002- औद्योगिक प्रयोजनों के लिए प्लग, सॉकेट-आउटलेट और कपलर्स भाग 2 पिन और सम्पर्क नलिका साधित्रों की आयाम विनियम अपेक्षाएं (पहला पुनरीक्षण)	आईएस/आईईसी 60309-2 : 1996	2002-12-31

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. के.प्र.वि./13 : 2]

पी. दक्षिणामूर्ति, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 30th April, 2003

S.O. 1378 .—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

SI No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Estab- lishment
(1)	(2)	(3)	(4)
1.	IS 10109 : 2002— Oil pressure stoves— offset burner type— specification (First Revision)	IS 10109 : 1981	2002-10-31
2.	IS 10433 (Pt 2) : 2002— Male stud tee body (stud run) for oil-hydraulic couplings— specification Part 2: Made from bar stock (First Revision)	IS 10433 : 1983	2002-12-31
3.	IS 10481 : 2002—Hydraulic fluid power—general rules relating to systems (First Revision)	IS 10481 : 1983	2002-10-31
4.	IS 11346 : 2002— Tests for agricultural and water supply pumps code of acceptance (First Revision)	IS 11346 : 1985	2002-12-31
5.	IS 12406 : 2003— Medium density fibre boards for general purpose—specification (First Revision)	IS 12406 : 1988	2003-02-28
6.	IS 12725 : 2002— Pneumatic fluid power general rules relating to systems (First Revision)	IS 12725 : 1988	2002-11-30
7.	IS 13073 (Pt 1) : 2002— Installation, maintenance and observ- ation of displacement measuring devices in concrete and masonry dams—code of practice Part 1: Deflection measurement using plumb lines (First Revision)	IS 13073 : 1991	2002-11-30
8.	IS 13108 (Pt 1) : 2002— Optics and optical instruments— microscopes Part 1: Immersion oil for general use in light microscopy (First Revision)	IS 13108 (Part 1) : 1986	2002-11-30
9.	IS 13722 : 2002— Hexagon nuts, style 1, with metric fine pitch thread—product grades A and B (First Revision)	IS 13722 : 1993	2002-11-30

(1)	(2)	(3)	(4)
10.	IS 13723:2002— Hexagon nuts, style 2, with metric fine pitch thread—product grades A and B (First Revision)	IS 13723:1994	2002-11-30
11.	IS 13724:2002— Hexagon thin nuts, (chamfered) with metric fine pitch thread—product grades A and B (First Revision)	IS 13724:1993	2002-11-30
12.	IS 13725:2002— Hexagon headscrews with metric fine pitch thread—product grades A and B (First Revision)	IS 13725:1993	2002-12-31
13.	IS 13726:2002— Hexagon head bolts with metric fine pitch thread product grades A and B (First Revision)	IS 13726:1994	2002-12-31
14.	IS 1423 I : (Pt. 8) : 2002— Cable distribution system for television and sound signals Part 8: System performance of return path	—	2002-11-30
15.	IS 1423 I : (Pt. 9) : 2002— Cable distribution system for television and sound signals Part 9: Interfaces of cable distribution system for digitally modulated signals	—	2002-12-31
16.	IS 14483 : (Pt. 2) : 2002— Fertilizer and chemical injection system Part 2: Water driven chemical injector pump	—	2002-09-30
17.	IS 15154 : 2002— Kajal—specification	—	2002-08-30
18.	IS 15196 : 2002— Plastic footwear lasts specification	—	2002-12-31
19.	IS 15205 : 2002— Oxidation hair dyes (emulsion type) specification	—	2002-09-30
20.	IS 15210 : 2002— Workplace air— determination of vinyl chloride— charcoal tube/gas chromatographic method	—	2002-10-31

(1)	(2)	(3)	(4)
21.	IS 15211 : 2002— Workplace air-determination of vaporous aromatic-hydrocarbons-charcoal tube/solvent desorption/gas chromatographic method	—	2002-12-31
22.	IS 15214 : 2002— Generic requirements for implementation of product manufacturing description data and transfer methodology	—	2002-09-30
23.	IS 15215 : 2000— Performance guide manual for single and double-sided flexible printed wiring boards	—	2002-11-30
24.	IS 15218: 2002:(Pt. 1):2002— Electrical insulating materials-determination of the effects of ionizing radiation Part 1: Radiation interaction and dosimetry	—	2002-10-31
25.	IS 15220 : 2002— Halogenated hydrocarbons—halon 1211 and halon 1301—fire extinguishing media specification	—	2002-12-31
26.	IS 15221 : 2002— Safe handling and transfer procedures of halon 1211 and 1301 (halogenated hydrocarbons)—fire extinguishing media code of practice	—	2002-12-31
27.	IS 15222 : 2002— Carbon dioxide as fire extinguishing media for fire protection specification	—	2002-12-31
28.	IS 15224 : 2002— Laying of plastic translucent sheets made from thermosetting polyester resin (glass fibre reinforced) alone or in conjunction with asbestos cement sheets/steel sheets/aluminium sheets code of practice	—	2002-12-31
29.	IS 15227 : 2002— Deltamethrin ULV-specification	—	2002-11-30
30.	IS 15228 : 2002— Cyfluthrin emulsion in water (EW) - specification	—	2002-10-30
31.	IS 15229 : 2002— Metolachlor technical—specification	—	2002-11-30
32.	IS 15230 : 2002— Metolachlor EC—specification	—	2002-11-30

(1)	(2)	(3)	(4)
33.	IS 15231 : 2002 Anilophos + 2, 4 - D ethyl ester EC - specification	—	2002-12-31
34.	IS 15232 : 2002 Fenoxaprop - P - ethyl technical - specification	—	2002-11-30
35.	IS 15236 : 2002 Profenofos + Cyper - methrin emulsifiable concentrate - specification	—	2002-10-31
36.	IS 15237 : 2002 Penconazole emulsifiable concentrate - specification	—	2002-09-30
37.	IS 15239 : 2002 Fenoxaprop - P - ethyl emulsifiable concentrate - specification	—	2002-10-31
38.	IS 15240 : 2002 Profenofos emulsifiable concentrate - specification	—	2002-09-30
39.	IS 15242 : 2002 Magnets (for use in schools and colleges) - specification	—	2002-11-30
40.	IS 15243 : 2002 Velocity scale set for meteorological purposes	—	2002-12-31
41.	IS 15247 : 2002 7/24 tapers for tool shanks for automatic changing - tapers for spindle noses	—	2002-09-30
42.	IS 15248 : 2002 Self - centring chucks for machine tools with two - piece jaws (tongue and groove type) sizes for interchangeability and acceptance test specifications	—	2002-11-30
43.	IS 15249 : 2002 Machine tools - jaw mountings on power chucks	—	2002-11-30
44.	IS 15251 : 2002 Lasts for heavy duty shoes - specification	—	2002-11-30
45.	IS 15253 : 2002 Dew gauge - specification	—	2002-11-30

(1)	(2)	(3)	(4)
46.	IS 15256 (Part 1) : 2002 Banking - Key management (retail) Part 1 : Introduction to key management	—	2002-12-31
47.	IS 15256 (Part 4) : 2002 Banking - key management (retail) Part 4 : Key management techniques using public key cryptography	—	2002-11-30
48.	IS 15256 (Pt. 6) : 2002 Banking - key management (retail) Part 6 : key management schemes	—	2002-11-30
49.	IS 15259 : 2002 Installation and maintenance of home lifts - code of practice	—	2002-11-30
50.	IS 15260 : 2002 Textile machinery - two - for - one twisters - vocabulary	—	2002-11-30
51.	IS 15261 : 2002 Geometrical product specification (GPS) - surface texture : profile method - nominal characteristics of contact (stylus) instruments	—	2002-12-31
52.	IS 15262 : 2002 Geometrical product specifications (GPS) - surface texture : profile method -terms, definitions and surface texture parameters	—	2002-12-31
53.	IS 15264 : 2002 Geometrical product specifications (GPS) - surface imperfections terms, definitions and parameters	—	2002-11-30
54.	IS 15268 (Pt 1) : 2002 Optics and optical instruments - microscopes - slides Part 1 : Dimensions, optical properties and marking	—	2002-12-31

(1)	(2)	(3)	(4)
55.	IS 15268 (Pt 2) : 2002 Optics and optical instruments - microscopes - slides Part 2 : Quality of material standards of finish and mode of packaging	—	2002-12-31
56.	IS 15270 (Pt 1) : 2002 Optics and optical instruments - microscopes - cover glasses Part 1 : Dimensional, tolerances, thickness and optical properties	—	2002-11-30
57.	IS 15270 (Pt 2) : 2002 Optics and optical instruments - microscopes - cover glasses Part 2 : Quality of materials, standards of finish and mode of packaging	—	2002-11-30
58.	IS 15276 : 2002 Metallic tube connections for fluid power and general use 24 cone connectors with o - ring weld - on nipples	—	2002-12-31
59.	IS 15277 : 2002 Metallic tube connections for fluid power and general use test methods for threaded hydraulic fluid power connections	—	2002-12-31
60.	IS 15283 : 2003 Layout of an entry in a union catalogue of periodical publication	—	2002-01-31
61.	IS 15298 (Pt 1) : 2002 Safety, protective and occupational footwear for professional use Part 1 : Requirements and test methods specification	—	2002-12-31
62.	IS 15298 (Pt 2) : 2002 Safety, protective and occupational footwear for professional use Part 2 : Specification for safety footwear	—	2002-12-31

(1)	(2)	(3)	(4)
63.	IS 15298 (Pt 3) : 2002 Safety, protective and occupational footwear for professional use Part 3 : Specification for protective footwear	—	2002-12-31
64.	IS 15298 (Pt 4) : 2002 Safety, protective and occupational footwear for professional use Part 4 : Specification for occupational footwear	—	2002-12-31
65.	IS 15299 : 2002 Machine tools - mounting of plain grinding wheels by means of hub flanges	—	2002-12-31
66.	IS 15300 : 2002 Tools for pressing - punches - nomenclature and terminology	—	2002-12-31
67.	IS/ISO 19011 : 2002 Guidelines for quality and/or environmental management system auditing	IS/ISO 10011-1 : 1990, IS/ISO 10011-2 : 1991, IS/ISO 10011-3 : 1991, IS/ISO 14010- 1996, IS/ISO 14011 : 1996 AND IS/ISO 14012 : 1996	2002-12-31
68.	IS/IEC 60309-1 : 2002 Plugs, socket -outlets and couplers for industrial purposes Part 1: General requirements (First Revision)	IS/IEC 60309-1 : 1996	2002-10-31
69.	IS/IEC 60309-2 : 2002 Plugs, socket - outlets and couplers for industrial purposes Part 2: Dimensional interchangeability requirements for pin and contact - tube accessories (First Revision)	IS/IEC 60309-2 : 1996	2002-12-31

Copy of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD/13:2]

P. DAKSHINAMURTY, Addl. Director General

कोयला मंत्रालय

नई दिल्ली, 28 अप्रैल, 2003

का. आ. 1379.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (i) के अधीन जारी भारत सरकार के कोयला और खान मंत्रालय (कोयला विभाग) की अधिसूचना संस्थाक का आ.879(अ) तारीख 25 सितम्बर 2000 के राजपत्र, भाग-2, खंड 3, उपखंड (ii) तारीख 25 सितम्बर 2000 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और खनिजों को लताश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के लिए अधिकतर, उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन, सभी वित्तगमी से मुक्त होकर, आत्यतिक रूप से केन्द्रीय सरकार में निहित हो गए थे:

और, केन्द्रीय सरकार का समाधान हो गया है, कि वेस्टर्न कॉलफील्ड्स लिमिटेड, नामपुर (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है) ऐसे निवासियों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित अधिरोपित करना उचित समझे, अनुपालन करने के लिए हच्छुकः

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि इस प्रकार निहित उक्त भूमि में के पूर्वांक अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 15 दिसम्बर, 2001 से निम्नलिखित निवासियों और शर्तों के अधीन रहते हुए, सरकारी कम्पनी में निहित हो जाएंगे, अर्थात्:-

1. सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, व्याज, नुकसानियों और वैरी ही मदों की बाबत किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी।
2. सरकारी कम्पनी द्वारा शर्त (1) के अधीन केन्द्रीय सरकार को संदेश रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त किए गए व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कम्पनी वहन करेगी और वैसे ही उक्त भूमि में या उस पर निहित होने वाले अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी सरकारी कम्पनी द्वारा वहन किए जाएंगे।

3. सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों को ऐसे किसी अन्य व्यय के संबंध में, जो उक्त भूमि में या उस पर हस्त प्रकार निहित होने वाले पूर्वान्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विशेष किन्तु कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी।

4. सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में पूर्वान्त अधिकारों को किसी अन्य व्यक्ति को अतिरित करने की कोई शक्ति नहीं होगी; और

5. सरकारी कम्पनी, ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी।

[फा. सं. -43015/14/94-एल.एस.डब्ल्यू.पी.आर.आई.डब्ल्यू.]
संजय बहादुर, उप सचिव

Ministry of Coal

New Delhi, the 28th April, 2003.

S. O. 1379.— Whereas on the publication of the notification of the Government of India in the erstwhile Ministry of Coal, number S.O. 879 (E) dated the 25th September, 2000, published in the Gazette of India, Extraordinary Part-II, section 3, sub-section (ii), dated the 25th September, 2000, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the aforesaid rights in the said lands so vested, shall, with effect from the 25th September, 2000, instead of continuing to so vest in the Central Government, vest in the Government company, subject to the following terms and conditions, namely :-

1. the Government company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
2. a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in the said lands, so vesting shall also be borne by the Government Company.
3. the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in the said lands so vesting.
4. the Government company shall have no power to transfer the aforesaid rights in the said lands so vested, to any other person without the previous approval of the Central Government; and
5. the Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/14/94-L.S.W./P.R.I.W.]
SANJAY BAHADUR] Dy. Secy.

नई दिल्ली, 28 अप्रैल, 2003

का. आ. 1380.— कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (i) के अधीन जारी भारत सरकार के कोयला और खान मंत्रालय (कोयला विभाग) की अधिसूचना संख्याक का.आ. 3378 तारीख 6 दिसम्बर 2001के राजपत्र, भाग-2, खंड 3, उपखंड (ii) तारीख 15 दिसम्बर, 2001 में प्रकाशित होने पर उक्त अधिसूचना से सलग्न अनुसूची में वर्णित भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और खनिजों को लताश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के लिए अधिकतर, उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन, सभी यित्तांगमों से मुक्त होकर, आत्यतिक रूप से केन्द्रीय सरकार में निहित हो गए थे:

और, केन्द्रीय सरकार का समाधान हो गया है, कि वेस्टर्न कॉलफील्ड्स लिमिटेड, नागपुर (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए हक्कुक;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि इस प्रकार निहित उक्त भूमि में के पूर्वोक्त अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 15 दिसम्बर, 2001 से निम्नलिखित निष्पत्तियों और शर्तों के अधीन रहते हुए, सरकारी कम्पनी में निहित हो जाएंगे, अर्थात्:-

1. सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, व्याज, नुकसानियों और वैसी ही मदों की बाबत किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी।
2. सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण लाने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त किए गए व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कम्पनी वहन करेगी और उसी प्रकार इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले अधिकारों के लिए या उन न संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी सरकारी कम्पनी द्वारा वहन किए जाएंगे।
3. सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों को ऐसे किसी अन्य व्यय के संबंध में, जो उक्त भूमि में या उस पर उस प्रकार निहित होने वाले पूर्वोक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विलम्ब किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी।
4. सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में पूर्वोक्त अधिकारों को किसी अन्य व्यक्त को अतिरित करने की कोई शक्ति नहीं होगी; और
5. सरकारी कम्पनी, ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी।

[फा. सं. -43015/7/98-पी.आर.आई. डब्ल्यू.]
संजय बहादुर, उप सचिव

New Delhi, the 28th April, 2003

S. O. 1380.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal and Mines (Department of Coal) number S.O. 3378 dated the 6th December, 2001, published in the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 15th December, 2001, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the aforesaid rights in the said lands so vested, shall, with effect from the 15th December, 2001 instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :-

1. the Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
2. a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in the said lands, so vesting shall also be borne by the Government Company.
3. the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in the said lands so vesting.
4. the Government Company shall have no power to transfer the aforesaid rights in the said lands so vested, to any other person without the previous approval of the Central Government; and
5. the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/7/98-P.R.I.W.]
SANJAY BAHADUR] Dy. Secy.

नई दिल्ली, 6 मई, 2003

का. आ. 1381.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन भारत के राजपत्र भारत 2, खंड 3, उपखंड (ii) तारीख 22 जून 2002 में प्रकाशित, भारत सरकार के कोयला और खान मंत्रालय की अधिसूचना संख्या 2061 तारीख 10 जून, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि का अर्जन करने के अपने आशय की सूचना दी थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और झारखण्ड सरकार से परामर्श करने के पश्चात यह समाधान हो गया है कि इससे संलग्न सूची में वर्णित 3208.50 एकड़ (लगभग) या 1298.98 हेक्टेयर (लगभग) माप वाली भूमि अर्जित की जानी चाहिये।
अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि उक्त अनुसूची में वर्णित 3208.50, एकड़ (लगभग) या 1298.98 हेक्टेयर (लगभग) माप वाली भूमि अर्जित की जाती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या राजस्व 7/2002 तारीख 22.11.2002 का निरीक्षण उपायुक्त, चतरा, झारखण्ड के कार्यालय या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कोलकाता के कार्यालय या सेन्ट्रल कोलफील्ड्स लिमिटेड (राजस्व विभाग), दरभंगा हाउस रॉची, झारखण्ड के कार्यालय में किया जा सकता है।

अनुसूची
अमरपाली ब्लॉक
(उत्तरी करनपुरा कोलफील्ड्स)
जिला चतरा (झारखण्ड)

(अर्जित की गई भूमि को दर्शात हुए सभी अधिकारे)

क्रम संख्या	ग्राम	थाना	थाना संख्या	जिला	क्षेत्र एकड़ में	क्षेत्र हेक्टर में	टिप्पणियाँ
1	विगंलात	टन्डवा	49/206	चतरा	568.50	230.16	भाग
2	होनहे	टन्डवा	50/207	चतरा	515.00	208.50	भाग
3	कुमरांग खुद	टन्डवा	51/208	चतरा	710.00	287.45	भाग
4	कुमरांग कला	टन्डवा	52/209	चतरा	965.00	390.69	भाग
5	उर्सू	टन्डवा	54/211	चतरा	450.00	182.18	भाग
कुल क्षेत्र या					3208.50 एकड़ (लगभग)		
					1298.98 हेक्टेयर (लगभग)		

ग्राम विगंजात में अर्जित किए गए प्लाट संख्यांक -

1 (भाग), 2 (भाग), 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 284 (भाग) (रास्ता) 291, 292 (भाग), 293 से 727, 728 (भाग) और 729।

ग्राम होनहे में अर्जित किए गए प्लाट संख्यांक -

274 (भाग), 651 (भाग), 685 (भाग), 687 (भाग), 690 (भाग), 691 (भाग), 695, 696, 697, 698, 699, 700, 701, 702, 703 (भाग), 704 (भाग), 705 706 (भाग), 707 (भाग), 718 (भाग), 719, 720, 721 (भाग), 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 796, 797, 800, 801, 802, 803, 804, 805, 806, 807 (भाग) 844 (भाग), 855 (भाग) 856, 857, 872 (नाला), 874, 875, 876 (भाग), 877 (भाग), 878 और 885।

ग्राम कुमरांग खुर्द में अर्जित किए गए प्लाट संख्यांक -

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 77, 89, से 117, 127 (भाग) (रास्ता), 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 207 (भाग), 208 (भाग), 209 (भाग), 211 (भाग) और 370 (भाग), (रास्ता)।

ग्राम कुमरांग कला में अर्जित किए गए प्लाट संख्यांक -

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43,
 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63,
 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83,
 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102,
 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117,
 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132,
 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147,
 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162,
 163, 164, 165, 166, 167, 168, 208, 210, 211, 212, 213, 214, 215, 216, 217,
 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233,
 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248,
 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263,
 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278,
 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293,
 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 416, 419, 420, 421,
 422, 423, 424, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446,
 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461,
 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476,
 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491,
 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506,
 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521,
 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536,
 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550,
 551, 552 (भाग), 554 (भाग), 570, 572 (नाला), 574, 575, 576, 577, 578, 579, 580,
 581, 582, 583, 584, 585, 586, 587 ।

ग्राम उर्सू में अर्जित किए गए प्लाट संख्यांक -

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42,
 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61,
 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81,
 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100,
 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115,
 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130,
 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145,
 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160,
 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175,

176, 177, 176, 179, 180, 181, 182, 183, , 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 459 (भाग), 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 527, 528, 529, 530, (भाग), 531, 532 (भाग), 570, 571, 572, 573, 574, 575, 576, 577, 582, 584, 585 (भाग) और 649।

सीमा वर्णन

क-ख-ग	रेखा ग्राम होनहे में प्लाट संख्या 659, 721, 891, 690, 687, 685, 703, 704, 706, 707, 718, और 807 से होकर बिन्दु “क” से आरम्भ होती है और बिन्दु “ग” पर मिलती है।
ग-घ-ड	रेखा ग्राम होनहे में प्लाट संख्या 844, 876, 877 और 887 से होकर ग्राम नौडिहा और होनहे में धर्खर्या नदी के साथ गुजरती है और बिन्दु “ड” पर मिलती है।
ड से च	रेखा ग्राम कुमरांग खुर्द में प्लाट संख्या 208, 209, 211 और 207 से होकर गुजरती है और बिन्दु “च” पर मिलती है।
च-छ-ज	रेखा ग्राम कुमरांग कला में प्लाट संख्या 554 और 552, ग्राम उर्सू में प्लाट - संख्या 450, 530, 537 और 685 से होकर गुजरती है और बिन्दु “ज” पर मिलती है।
ज-झ-ट	रेखा ग्राम उर्सू में प्लाट संख्या 585 के केन्द्र से, उर्सू और सिजुआ, कुमरांग कला और सिजुआ, विगंलात और पचंडा ग्रामों में सम्मिलित सीमा से बरकी नदी की केन्द्रीय रेखा से होकर गुजरती है और बिन्दु “ट” पर मिलती है।
ट-क	रेखा ग्राम विगंलात में प्लाट संख्या 728, 292, 2 और 1, ग्राम होनहे में प्लाट संख्या 855, 274 और 651 से होकर गुजरती है और आरंभिक बिन्दु “क” पर मिलती है।

New Delhi, the 6th May, 2003

S. O. 1381.—whereas by the notification of the Government of India in the Ministry of Coal and Mines number S.O. 2061 dated the 10th June, 2002, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 22nd June, 2002, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to acquire the lands in the locality specified in the schedule appended to that notification.

And whereas the competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government.

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Jharkhand is satisfied that the lands measuring 3208.50 acres (approx.) or 1298.98 hectares (approx.) described in the schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 3208.50 acres (approx.) or 1298.98 hectares (approx.) described in the said schedule are hereby acquired..

The plan no. Rev./7/2002 dated 22.11.2002 of the area covered by this notification may be inspected in the office of the Deputy Commissioner, Chatra, Jharkhand or in the office of the Coal Controller, I, Council House Street, Kolkata or in the office of the Central Coalfields Ltd., (Revenue Section), Darbhanga House, Ranchi, Jharkhand.

**Schedule
Amarpali Block
(North Karanpura Coalfields)
District : Chatra (Jharkhand)**

(Showing land acquired).

All rights.

Serial number	Village	Thana	Thana No.	District	Area in acres	Area in hect.	Remarks
1	2	3	4	5	6	7	8
1	Binglat	Tandwa	49/206	Chatra	568.50	230.16	Part
2	Honhe	Tandwa	50/207	Chatra	515.00	208.50	Part
3	Kumrang Khurd	Tandwa	51/208	Chatra	710.00	287.45	Part
4	Kumrang Kalan	Tandwa	52/209	Chatra	965.00	390.69	Part
5	Ursu	Tandwa	54/211	Chatra	450.00	182.18	Part
Total area				3208.50 Acres (approx.)			
or				1298.98 Hectares. (approx.)			

Plot numbers acquired in village Binglat :-

1(P), 2(P), 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 275, 276, 277, 278, 279, 280, 284(P) (rasta), 291, 292(P), 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 440, 441, 442, 443, 444, 445, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 455, 456, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 727, 728(P) and 729.

Plot numbers acquired in village Honhe :-

274(P), 651(P), 685(P), 687(P), 690(P), 691(P), 695, 696, 697, 698, 699, 700, 701, 702, 703(P), 704(P), 705, 706(P), 707(P), 718(P), 719, 720, 721(P), 722 to 738,

796, 797, 800, 801, 802, 803, 804, 805, 806, 807(P), 844(P), 855(P), 856, 857, 872
(nalla), 874, 875, 876(P), 877(P), 878(P) and 885.

Plot numbers acquired in village Kumrang Khurd :-

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,25,26,27,28,29,30,31,32,
33,34,35,36,37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,
56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 77, 89, 90,
91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109,
110, 111, 112, 113, 114, 115, 116, 117, 127(P) (rasta), 134, 135, 136, 137, 138, 139,
140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156,
157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172,
207(P), 208(P), 209(P), 211(P) and 370(P) (rasta).

Plot numbers acquired in village Kumrang Kalan :-

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,25,26,27,28,29,30,31,32,
33,34,35,36,37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,
56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78,
79, 80, 81, 82, 83, 84, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99,
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116,
117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133,
134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150,
151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167,
168, 208, 210, 211, 212, 213, 214, 215, 216, 217, 219, 220, 221, 222, 223, 224, 225,
226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242,
243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259,
260, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275,
276, 277, 278, 279, 280, 293, 294, 296, 297, 298, 299, 300, 301, 302, 303, 304, 416,
419 to 424, 435 to 551, 552(P), 554(P), 570, 572(nalla) and 574, 575, 576, 577, 578,
579, 580, 581, 582, 583, 584, 585, 586, 587.

Plot numbers acquired in village Ursu :-

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,25,26,27,28,29,30,31,32,
33,34,35,36,37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,
56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78,
79, 80, 81, 82, 83, 84, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99,
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116,
117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133,
134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150,
151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167,
168, 169, 170, 171, 172, 173, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185,
186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202,
203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 217, 218,
219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235,
236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252,
253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268,

269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 293, 294, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 450(P), 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 513, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 527, 528, 529, 530(P), 531, 537(P), 571, 572, 573, 574, 575, 576, 577, 582, 584, 585(P) and 649.

Boundary Description:-

- A-B-C** - Line starting point 'A' through plot numbers 651, 721, 691, 690, 687, 685, 703, 704, 706, 707, 718 and 807 in village Honhe and meets at point 'C'.
- C-D-E** - Lines pass along Dhardharya Nadi in villages Naudiha and Honhe through plot numbers 844, 876, 877 and 878 in village Honhe and meets at point 'E'.
- E-F** - Line passes through plot numbers 208, 209, 211 and 207 in village Kumrang Khurd and meets at point 'F'.
- F-G-H** - Lines pass through plot numbers 554 and 552 in village Kumrang Kalan, plot numbers 450, 530, 537 and 585 in village Ursu and meets at point 'H'.
- H-I-J-K** - Lines pass through centre of plot number 585 in village Ursu, Central line of Barki Nadi from common boundary in villages Ursu and Sijhua, Kumrang Kalan and Sijhua, Binglat and Pachanda and meets at point 'K'.
- K-A** - Line passes through plot numbers 728, 292, 2 and 1 in village Binglat, plot numbers 855, 274 and 651 in village Honhe and meets at starting point 'A'.

[No. 43015/23/2000-P.R.I.W.]
[SANJAY BAHADUR] Dy. Secy.

नई दिल्ली, 7 मई, 2003

का. आ. 1382.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र का रेखांक सं. जी.ई.ओ./736 तारीख 27 नवम्बर, 2002 का निरीक्षण भारत कोकिंग कोल लिंग (सम्पदा विभाग), कोयला भवन, धनबाद के कार्यालय में या उप आयुक्त, बोकारो (झारखण्ड) के कार्यालय में या कोयला नियंत्रक, 1, काउसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्ट्स और अन्य दस्तावेजों को इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर भारसाधक अधिकारी/विभाग अध्यक्ष (सम्पदा) भारत कोकिंग कोल लिंग, कोयला भवन, धनबाद को भेज सकेंगे।

अनुसूची

चन्द्रपुरा उप बेसिन, झरिया कोलफील्ड्स

जिला - बोकारो

सभी अधिकार

रेखांक सं. जीईओ/736/02

तारीख 27 नवम्बर, 2002

(पूर्वक्षण के लिए अधिसूचित की जाने वाली भूमि दर्शित करते हुए)

क्र.सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र एकड़ में	क्षेत्र हैक्टेयर में	टिप्पणियां
1.	पिपराडिह	चन्द्रपुरा	- 107	बोकारो	158.636	64.199	भाग
2.	चन्द्रपुरा	चन्द्रपुरा	- 108	बोकारो	99.827	40.399	भाग
3.	रातारी	चन्द्रपुरा	- 110	बोकारो	59.797	24.199	भाग
4.	रंगामती	चन्द्रपुरा	- 87	बोकारो	40.030	16.200	भाग
5.	घातियारी	चन्द्रपुरा	- 88	बोकारो	19.768	8.000	भाग

योग 378.058 एकड़ (लगभग)

या

152.997 हैक्टेयर (लगभग)

सीमा वर्णनः

- क-ख** रेखा बिन्दु 'क' से प्रारंभ होती है और ग्राम पिपराडिह से होकर जाती है और ग्राम पिपराडिह और रातारी की सम्मिलित सीमा पर बिन्दु 'ख' पर मिलती है।
- ख-ग-घ** रेखा ग्राम पिपराडिह और रातारी की सम्मिलित सीमा से प्रारंभ होती है और चन्द्रपुरा से होकर जाती है और रातारी और चन्द्रपुरा की सम्मिलित सीमा पर बिन्दु 'घ' पर मिलती है।
- घ - ड.** रेखा रातारी और चन्द्रपुरा की सम्मिलित सीमा से प्रारंभ होती है और चन्द्रपुरा और रंगामती की सम्मिलित सीमा पर बिन्दु 'ड.' पर मिलती है।
- ड. - च** रेखा चन्द्रपुर और रंगामती की सम्मिलित सीमा से प्रारंभ होती है और पिपराडिह और रंगामती की सम्मिलित सीमा पर बिन्दु 'च' पर मिलती है।
- च - छ** रेखा पिपराडिह और रंगामती की सम्मिलित सीमा से प्रारंभ होती है और रंगामती और घातियारी की सम्मिलित सीमा पर बिन्दु 'छ' पर मिलती है।
- छ - ज** रेखा रंगामती और घातियारी की सम्मिलित सीमा से प्रारंभ होती है और घातियारी से होकर जाती है और घातियारी और पिपराडिह की सम्मिलित सीमा पर मिलती है।
- ज - क** रेखा घातियारी से होते हुए जाती है और घातियारी और पिपराडिह की सम्मिलित सीमा पर बिन्दु 'क' पर मिलती है।

New Delhi, the 7th May, 2003

S. O. 1382.— whereas it appears to the Central Government, that Coal is likely to be obtained from the land mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Area (Acquisition and Development) Act, 1957 (20th of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for Coal therein;

The plan bearing No. Geo/736 dated 27th November, 2002 containing the area covered by this notification can be inspected in the office of the Bharat Coking Coal Limited (Estate Department) Koyla Bhawan, Dhanbad or in the office of the Deputy Commissioner, Bokaro (Jharkhand) or in the office of the Coal Controller, 1, Council House Street, Kolkata.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section 7 of section 13 of the said Act to the Officer-in-Charge/ head of the Department(Estate), Bharat Coking Coal Limited, Koyla Bhawan, Dhanbad within 90 days from the date of publication of this notification.

**Schedule
Chandrapura Sub-Basin Jharia Coalfields
District-Bokaro**

Drg. No. Geo/736/02
dated : 27th November, 2002
(Showing land to be notified for
prospecting)

Block 'A'

All Rights

Sl.No	Village	Thana	Thana No.	District	Area in acres	Area in hectares	Remarks
1.	Pipradih	Chandrapura	107	Bokaro	158.636	64.199	Part
2.	Chandrapura	Chandrapura	108	Bokaro	99.827	40.399	Part
3.	Ratari	Chandrapura	110	Bokaro	59.797	24.199	Part
4.	Rangamati	Chandrapura	87	Bokaro	40.030	16.200	Part
5.	Ghatiari	Chandrapura	88	Bokaro	19.768	8.000	Part

Total Area 378.058 acres (approx.)

Or

152.997 hectares.(approx.)

Boundary Description

- A-B Line starts from 'A' and passes through village Pipradih and meets at common boundary of village Pipradih and Ratari at point 'B'.
- B-C-D Line starts from common boundary of village Pipradih and Ratari and passes through Chandrapura and meets at common boundary of Ratari and Chandrapura at point 'D'.

- D-E Line starts from common boundary of Ratari and Chandrapura and meets at common boundary of Chandrapura and Rangamati at point 'E'.
- E-F Line starts from common boundary of Chandrapura and Rangamati and meets at common boundary of Pipradih and Rangamati at point 'F'.
- F-G Line starts at common boundary of Pipradih and Rangmati and meets at common boundary of Rangamati and Ghatiari at point 'G'.
- G-H Line starts from common boundary of Rangamati and Ghatiari and passes through Ghatiari and meets as common boundary of Ghatiari and Pipradih.
- H-A Line passes through Ghatiari and meets at common boundary of Ghatiari and Pipradih at point-'A'.

[No. 43015/3/2003-P.R.I.W.]
SANJAY BAHDUR] Dy. Secy.

नई दिल्ली, 9 मई, 2003

का. आ. 1383.— केन्द्रीय सरकार को यह प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है।

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र की रेखांक सं. राजस्व/48/2002 तारीख 18 सितम्बर, 2002 का निरीक्षण नार्दन कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सिंगरौली के कार्यालय में या कलेक्टर, सीधी (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है;

इस अधिसूचना के अन्तर्गत आने वाली भूमियों में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के भारत के राजपत्र में प्रकाशन की तारीख से, नब्बे दिन के भीतर, भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व), नार्दन कोलफील्ड्स लिमिटेड, सिंगरौली को परिदित करेंगे।

अनुसूची

गोरबी ब्लाक बी विस्तार - II
 नार्दन कोलफील्ड्स लिमिटेड
 सिंगरौली
 जिला सीधी (मध्य प्रदेश)

पूर्वक्षण के लिए अधिसूचित भूमि :-

सब ब्लाक अ

क्रम संख्या	ग्राम का नाम	तहसील	जिला	क्षेत्रफल एकड़ में (लगभग)	टिप्पणी
1.	नौदिया	चितरंगी	सीधी (म.प्र.)	18.00	भाग
2.	राजखंड	सिंगरौली	सीधी (म.प्र.)	69.00	भाग
3.	सोलंग	सिंगरौली	सीधी (म.प्र.)	71.00	भाग
4.	सिंगाही	सिंगरौली	सीधी (म.प्र.)	18.00	भाग
			योग	176.00 एकड़ (लगभग) अथवा 71.23 हेक्टेयर (लगभग)	

सीमा वर्णन:

क - ख: रेखा बिन्दु क से आरंभ होती है और ग्राम सिंगाही, सोलंग तथा राजखंड से होकर जाती है तथा बिन्दु ख पर मिलती है।

ख - ग: रेखा बिन्दु ख से आरंभ होती है और ग्राम राजखंड तथा नौदिया से होकर जाती है तथा बिन्दु ग पर मिलती है।

ग - घ: रेखा बिन्दु ग से आरंभ होती है और ग्राम नौदिया तथा राजखंड से होकर जाती है तथा बिन्दु घ पर मिलती है।

घ - क: रेखा बिन्दु घ से आरंभ होती है और ग्राम राजखंड, सोलंग तथा सिंगाही से होकर जाती है और आरंभिक बिन्दु क पर मिलती है।

उप खंड "ख"

क्रम संख्या	ग्राम का नाम	तहसील	जिला	क्षेत्रफल एकड़ में (लगभग)	टिप्पणी
1.	सोलंग	सिंगरौली	सीधी (म.प्र.)	2.50	भाग
2.	मुहेर	सिंगरौली	सीधी (म.प्र.)	62.00	भाग
			योग	64.50 एकड़ (लगभग) अथवा 26.10 हेक्टेयर (लगभग)	

सीमा वर्णनः

- ड - च** रेखा बिन्दु ड से आरंभ होती है और ग्राम मुहेर सोलंग और पुनः मुहेर से होकर जाती है तथा बिन्दु च पर मिलती है।
- च - छ** रेखा बिन्दु च से आरम्भ होती है तथा मुहेर से होकर जाती है तथा बिन्दु छ पर मिलती है।
- छ - ज** रेखा बिन्दु छ से आरम्भ होती है तथा ग्राम मुहेर से होकर जाती है तथा बिन्दु ज पर मिलती है।
- ज - झ** रेखा बिन्दु ज से आरम्भ होती है तथा ग्राम मुहेर से होकर जाती है तथा आरंभिक बिन्दु झ पर मिलती है।

[फा. सं. -43015/1/2003-पी.आर.आई. डब्ल्यू.]
संजय बहादुर, उप सचिव

New Delhi, the 9th May, 2003

S. O. 1383.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub section (I) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

2. The plan bearing number Rev/48/2002 dated the 18th September 2002 of the area covered by this notification can be inspected in the office of the Northern Coalfields Limited (Revenue Section), Singrauli or in the office of the Collector, Sidhi (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Kolkata

3. All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer – in charge/Head of Department (Revenue), Northern Coalfields Limited, Singrauli within ninety days from the date of the publication of this notification in the Gazette of India.

Schedule

Gorbi Block 'B' Extension - II

**Northern Coalfields Limited
Singrauli
Distt. Sidhi (Madhya Pradesh)**

Land notified for prospecting

Sub-Block 'A'

Sl. No.	Name of the village	Tahsil	District	Approx. area in acres	Remarks
1	Naurhiya	Chitrangi	Sidhi (MP)	18.00	Part
2	Rajkhand	Singrauli	Sidhi (MP)	69.00	Part
3	Solang	Singrauli	Sidhi (MP)	71.00	Part
4	Sigahi	Singrauli	Sidhi (MP)	18.00	Part
Total area or				176.00 acres (Approx 71.23 Hectares (Approx))	

Boundary Description

- A-B Line starts from point 'A' and passes through village Sigahi, Solang and Rajkhand and meets at point 'B'.
- B-C Line starts from point 'B' and passes through village Rajkhand and Naurhiya and meets at point 'C'.
- C-D Line starts from point 'C' and passes through village Naurhiya and Rajkhand and meets at point 'D'.
- D-A Line starts from point 'D' and passes through village Rajkhand, Solang and Sigahi, and meets at starting point 'A'.

Sub-Block "B"

Sl.No.	Name of the village	Tahsil	District	Approx. area in acres	Remarks
1	Solang	Singrauli	Sidhi (MP)	2.50	Part
2	Muher	Singrauli	Sidhi (MP)	62.00	Part
Total area or				64.50 Acres (Approx.) 26.10 Hect. (Approx.)	

Boundary Description:

- E-F Line starts from point 'E' and passes through village Muher, Solang and again village Muher and meets at point 'F'.

- F-G Line starts from point 'F' and passes through village Muher and meets at point 'G'.
- G-H Line starts from point 'G' and passes through village Muher and meets at point 'H'.
- H-E Line starts from point 'H' and passes through village Muher and meets at starting point 'E'.

[No. 43015/1/2003-P.R.I.W.]
SANJAY BAHADUR] Dy. Secy.

नई दिल्ली, 9 मई, 2003

का. आ. 1384.— केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) धारा 7 की उपधारा (i) के अधीन भारत के राजपत्र, तारीख 10 जून, 2002 में प्रकाशित, भारत सरकार के कोयला विभाग की अधिसूचना संख्या 2060, तारीख 22 जून, 2002 द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि का अर्जन करने के अपने आशय की सूचना दी थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और झारखण्ड सरकार से परामर्श करने के पश्चात, यह समाधान हो गया है कि इससे संलग्न अनुसूची में दर्शित 1254.80 एकड़ (लगभग) या 508.02 हैक्टेयर (लगभग) माप वाली भूमि अर्जित की जानी चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 1254.80 एकड़ (लगभग) या 508.02 हैक्टेयर (लगभग) माप वाली भूमि अर्जित की जाती है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. राजस्व 6/2002 तारीख 7.10.2002, का निरीक्षण उपायुक्त, चतरा में या उपायुक्त लातेहार, झारखण्ड के कार्यालय या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता में या सेंट्रल कोलफील्ड्स लिंग (राजस्व अनुभाग), दरभंगा हाउस, रांची (झारखण्ड) के कार्यालय में किया जा सकता है।

अनुसूची
मगध ब्लाक विस्तार
(उत्तरी करनपुरा कोलफील्ड्स)
जिला - चतरा और लातेहार (झारखंड)

रेखांक सं. - राजस्व/6/2002
तारीख - 7.10.2002

(अर्जित की जाने वाली भूमि को दर्शाते हुए)

सभी अधिकार

ब्लाक - क

क्र.सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र एकड़ में	क्षेत्र हैक्टर में	टिप्पणियां
1.	2.	3.	4.	5.	6.	7.	8.
1.	सराधू	टन्डवा	29/186	चतरा	253.80	102.75	भाग
2.	मासिलांग	टन्डवा	61/218	चतरा	165.00	66.80	भाग
3.	आरा	बालुमाथ	55	लातेहार	61.25	24.80	भाग
4.	चमातू	बालुमाथ	56	लातेहार	542.25	219.53	भाग
5.	फुलबसिया	बालुमाथ	58	लातेहार	160.00	64.78	भाग

कुल क्षेत्र 1182.30 एकड़ (लगभग)
या 478.66 हैक्टेयर (लगभग)

सराधू ग्राम में अर्जित की गई भूखंड संख्यांक:-

541(भाग), 544(भाग), 545(भाग), 546, 547, 548(भाग), 549, 550, 551(भाग), 553(भाग), 555(भाग), 556(भाग), 699(भाग), 706(भाग), 708(भाग), 718(भाग), 719(भाग), 720, 721, 752, 753, 754, 755(भाग), 756 से 761, 762(भाग), 765(भाग), 766(भाग), 773(भाग) 774, 775(भाग), 779(भाग), 780(भाग), 781(भाग), 782(भाग), 783 से 790, 791(भाग), 792 से 795, 796(भाग), 800 से 809, 810(भाग), 811 से 822, 823(भाग), 824(भाग), 873(भाग), 874(भाग), 1707(भाग), 1708(भाग), 1730(भाग), 1731(भाग), 1744(भाग), 1745(भाग) और 1833(भाग)।

मासिलांग ग्राम में अर्जित की गई भूखंड संख्यांक -

53 से 68, 69(भाग), 81 से 95, 96(भाग), 97 से 114, 304(भाग), 308(भाग), 312(भाग), 313 से 317, 318(भाग) और 319(भाग)।

आरा ग्राम में अर्जित की गई भूखंड संख्यांक -

342, 343(भाग), 344 से 362, 363(भाग), 364(भाग), 365, 375(भाग),
 376(भाग), 380(भाग), 381, 382, 383(भाग), 384, 385(भाग), 386, 387, 388(भाग),
 389(भाग), 397(भाग), 398(भाग), 399(भाग), 400 से 407, 408(भाग), 423(भाग),
 425(भाग), 427(भाग), 428, 429, 431, 432, 433, 434(भाग), 435(भाग), 436(भाग),
 439(भाग), 440(भाग), 690(भाग), 691(भाग), 693 से 696, 697(भाग), 698 से 703,
 704(भाग), 705, 706(भाग), 715(भाग), 716, 717, 718(भाग), 744(भाग),
 753(भाग), 756(भाग), 758 से 761, 765(भाग), 766, 767(भाग), 768, 769,
 770(भाग), 771, 791(भाग), 2006 और 2029

चमातु ग्राम में अर्जित की गई भूखंड संख्यांक -

442(भाग), 469 से 477, 494(भाग), 503 से 766, 767(भाग), 769(भाग),
 770, 771(भाग), 773(भाग), 774, 775(भाग), 776(भाग), 777(भाग), 778, 779(भाग),
 785(भाग), 786(भाग), 787(भाग), 791(भाग), 792, 793, 794, 796, 797, 798(भाग),
 806(भाग), 807(भाग), 808, 809(भाग), 811(भाग), 958(भाग), 970(भाग), 971,
 972(भाग), 973, 974, 1082(भाग), 1096(भाग), 1097, 1098, 1099, 1100(भाग),
 1101 से 1107, 1115(भाग), 1116, 1117(भाग), 1153, 1155 से 1295, 1296(भाग),
 1297, 1302(भाग) 1303(भाग), 1304 से 1364, 1365(भाग), 1366, 1587(भाग),
 1588(भाग), 1612(भाग), 2102(भाग), 2103, 2104(भाग), 2106(भाग), 2107(भाग),
 2108, 2109, 2110(भाग), 2111(भाग), 2112(भाग), 2113(भाग), 2114 से 2133, 2134
 (भाग) 2135(भाग), 2136 से 2160, 2161(भाग), 2162(भाग), 2163 से 2230,
 2231(भाग), 2233(भाग), 2236(भाग), 2237, 2238, 2239(भाग), 2244(भाग),
 2245(भाग), 2246(भाग), 2247(भाग), 2475(भाग), 2476(भाग), 2477(भाग), 2518
 (भाग), 2519(भाग), 2520(भाग), 2522(भाग), 2526(भाग), 2527(भाग), 2528(भाग),
 2529(भाग), 2550, 2551, 2552, 2553, 2557, 2558, 2559, 2560, 2561, 2562,
 2563, 2564, 2565, 2566, 2567, 2574, 2581(भाग), 2582, 2583(भाग), 2584, 2585
 (भाग), 2589, 2616(भाग), 2617(भाग), 2619, 2620, 2621, 2622, 2624, 2625,
 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2636(भाग), 2637(भाग), 2645, 2691,
 2693, 2694, 2697, 2699, 2700 और 2703 |

फुलबसिया ग्राम में अर्जित की गई भूखंड संख्यांक -

1303(भाग), 1391(भाग), 1392 से 1394, 1395(भाग), 1396 से 1402,
 1403(भाग), 1405(भाग), 1406(भाग), 1407 से 1414, 1438 से 1449,
 1450(भाग), 1451(भाग), 1512(भाग), 1533(भाग), 1535, 1536, 1537(भाग), 1538
 से 1542, 1546(भाग), 1547, 1549(भाग), 1550(भाग), 1551, 1552, 1553(भाग),
 1556(भाग), 1557(भाग), 1616(भाग), 1617(भाग), 1619(भाग), 1623(भाग), 1624,

1625, 1626(भाग), 1627(भाग), 1628(भाग), 1635(भाग), 1636(भाग), 1637(भाग),
1638, 1639(भाग), 1640(भाग), 1780(भाग), 1820(भाग), 1822(भाग), 1823(भाग)
और 1831।

ब्लाक क

सीमा वर्णन :-

- क-ख रेखा बिन्दु "क" से आरंभ होकर ग्राम आरा में भूखंड संख्यांक 439, 440, 343 और 697 से गुजरती है और बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम चमातु में भूखंड संख्यांक 1587, 2581, 442, 494 और 607 से होकर गुजरती है और बिन्दु "ग" पर मिलती है।
- ग-घ-ड. रेखा ग्राम फुल बसिया में भूखंड संख्यांक 1391, 1395, 1450, 1451, 1509, 1619, 1550, 1512 और 1303 से होकर गुजरती है और बिन्दु "ड." पर मिलती है।
- ड.-च रेखा ग्राम फुलबसिया में नाला के भाग केन्द्रीय रेखा के साथ साथ गुजरती है और बिन्दु "च" पर मिलती है।
- च-छ रेखा ग्राम फुलबसिया में भूखंड संख्यांक 1823, 1820, 1537, 1546, 1553, 1556, 1557, 1550, 1619, 1617, 1616, 1623, 1628, 1627, 1626, 1637, 1635, 1636, 1640, 1639, 1640, 1406, 1405, 1403, 1780 और 1391 (जो का 03155 तारीख 20.10.62 द्वारा कोयलाधारक क्षेत्र अर्जन और विकास अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित पिन्डारकम गणेशपुर ब्लाक की सम्मिलित सीमा का भाग रूप है) से होकर गुजरती है और बिन्दु "छ" पर मिलती है।
- छ-ज रेखा ग्राम फुलबसिया, चमातु और गणेशपुर (जो का 03155 तारीख 20.10.62 द्वारा कोयलाधारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 91 के अधीन अर्जित पिन्डारकम गणेशपुर ब्लाक की सम्मिलित सीमा का भाग रूप है) में नाला के भाग केन्द्रीय रेखा के साथ साथ गुजरती है और बिन्दु "ज" पर मिलती है।
- ज-झ रेखा ग्राम चमातु में 2333, 2231, 2236, 2239, 2244, 2529, 2526, 2527, 2522, 2520, 2476, 2520, 2518 और 2538 भूखंड संख्याओं से होकर गुजरती है और बिन्दु "झ" पर मिलती है।
- झ-ञ रेखा ग्राम सराधु में भूखंड संख्यांक 1744, 1745, 1731, 706, 796 और 1708 से होकर गुजरती है और बिन्दु "ञ" पर मिलती है।
- ञ-ट-ठ रेखाएं ग्राम मासिलांग में भूखंड संख्यांक 319, 318, 304 और 96 से होकर गुजरती है और बिन्दु "ठ" पर मिलती हैं।
- ठ-ঠ-ঢ रेखाएं मासिलांग ग्राम में भूखंड संख्यांक 69, 312 और 308 से होकर गुजरती है और बिन्दु "ঢ" पर मिलती हैं।
- ঢ-ণ-ত रेखा ग्राम सराधु में भूखंड संख्यांक 1833, 1707, 874, 873, 810, 823, 824, 791, 782, 781, 779, 775, 773, 762, 765, 755, 766, 544, 541, 556, 555, 545, 553, 548, 553, 551, 719, 718, 719, 708, 706, 1730, 1731, 1745 और 1744 से होकर गुजरती हैं और बिन्दु "ত" पर मिलती हैं।
- ত-থ-দ रेखाएं ग्राम चमातु में भूखंड 2538, 2518, 2519, 2477, 2476, 2475, 2520, 2522, 2617, 2616, 2527, 2528, 2245, 2246, 2247, 2112, 2113, 2111, 2110, 2107, 2106, 2104, 2102, 2134, 2135, 2161, 2162, 767, 769, 771, 773, 775, 776, 777, 779, 785, 786, 787, 791, 794, 798, 806, 807, 811, 809, 998, 970,

972, 974, 1082, 1096, 1100, 1115 और 1117 जो (का० आ० सं० 870) "अ" तारीख 2-12-1994 के द्वारा कोयला धारक क्षेत्र अर्जन और विकास (अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित मगध ब्लाक की सम्मिलित सीमा का भाग रूप है) से होकर गुजरती है और बिन्दु "द" पर मिलती हैं।

द-ध-न-प रेखाएं ग्राम चमातु में भूखंड संख्यांक 1296, 1302, 1303, 1365 (नाला) 2585, 2636, 2637, 1612, 1587, 1612 और 1588 जो का० आ० सं० 870 "अ" तारीख 2-12-94 द्वारा कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित मगध ब्लाक की सम्मिलित सीमा का भाग रूप है से होकर गुजरती हैं और बिन्दु "प" पर मिलती हैं।

प-फ-क रेखाएं ग्राम आरा में भूखंड संख्यांक 704, 706, 715, 718, 2006, 744, (नाला) 791, 770, 767, 765, 756, 753, 790, 794, 363, 364, 365, 380, 376, 375, 383, 385, 389, 399, 398, 397, 408, 423, 427, 425, 435, 436, 434 और 439 जो का० आ० सं० 870(अ) तारीख 2-12-94 द्वारा कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित मगध ब्लाक की सम्मिलित सीमा का भाग रूप हैं) से होकर गुजरती हैं और बिन्दु "क" पर मिलती हैं।

ब्लाक "ख"

क्रम सं०	ग्राम	थाना	थाना सं०	जिला	क्षेत्र एकड़.मैं	क्षेत्र हेक्टर में	टिप्पणियां
1	2	3	4	5	6	7	8
1.	कुन्डी	टंडवा	27/184	चतरा	46.30	18.75	भाग
2.	सराधु	टंडवा	29/186	चतरा	26.20	10.61	भाग

कुल क्षेत्र 72.50 एकड़ लगभग
या 29.36 हेक्टर लगभग

ग्राम कुन्डी में अर्जित की गई भूखंड संख्यांक

1 (भाग), 9 (भाग), 10 से 72, 73 (भाग), 74, 75 (भाग), 76 (भाग), 79 (भाग), 80 भाग, 81 से 87, 88 (भाग), 89 (भाग), 90 से 108, 109 (भाग), 110 (भाग), 111 से 121, 122 (भाग), 124 (भाग), 125, 126, 127 (भाग), 136 (भाग), 137 (भाग), 138 से 141, 142 (भाग), 144 (भाग), 154 (भाग), 157, 158, 159 (भाग), 160 (भाग), 161 (भाग), 163 (भाग), 164 से 169, 170 (भाग), 171 (भाग), 183 (भाग), 242 (भाग) और 400

ग्राम सराधु में अर्जित किए जाने वाले भूखंड संख्यांक

448 (भाग), 449, 450, 451 (भाग), 452, 453 (भाग), 454, 455 (भाग), 474, 475, 476 और 477 (भाग)
1954 (भाग) और 1955 ।

सीमा वर्णन

ब-भ रेखा "ब" से आरंभ होकर ग्राम सराधु में भूखंड सं० 477, 1954 और 448 से होकर गुजरती हैं।

- म-म-य रेखाएँ ग्राम कुंडी में भूखंड संख्यांक :9, 1, 242, 171, 170, 163, 161, 160, 183, 154, 159, 109, 144, 142, 136, 137, 127, 124 और 122 से होकर गुजरती हैं और विन्दु "य" पर मिलती हैं।
- य-ब रेखाएँ ग्राम कुंडी में भूखंड संख्यांक 89, 88, 80, 79, 76, 75, 73, तथा ग्राम सराधु में भूखंड संख्यांक 453, 455, 451 और 477 से होकर गुजरती हैं तथा आरपिक विन्दु "ब" पर मिलती हैं।

[फा. सं. -43015/24/2000-पी.आर.आई. डब्ल्यू.]
संजय बहादुर, उप सचिव

New Delhi, the 9th May, 2003

S. O. 1384.—whereas by the notification of the Government of India in the Ministry of Coal and Mines number S.O. 2060 dated the 10th June, 2002, published in the gazette of India, dated the 22nd June, 2002, under Sub-section (I) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to acquire the lands in the locality specified in the schedule appended to that notification;

And whereas the competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Jharkhand is satisfied that the lands measuring 1254.80 acres (approximately) or 508.02 hectares (approximately) described in the Schedule appended hereto should be acquired.

Now, therefore, in exercise of the power conferred by sub-section (I) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 1254.80 acres (approximately) or 508.02 hectares (approximately) described in the said Schedule are hereby acquired.

The plan No. Rev./6/2002 dated 7.10.2002 of the area covered by this notification may be inspected in the office of the Deputy Commissioner, Chatra, Jharkhand or in the office of the Deputy Commissioner, Latehar, Jharkhand or in the office of the Coal Controller, 1, Council House Street, Kolkata or in the office of the Central Coalfields Ltd., (Revenue Section), Darbhanga House, Ranchi, Jharkhand.

Schedule
Magadh Block Extension
North Karanpura Coalfields
District – Chatra & Latehar

Drg. No. Rev/6/2002

Dated : 7/10/2002

(Showing land acquired)

Block 'A'**All Rights**

Sl. No	Village	Thana	Thana No.	District	Area in acres	Area in hectares	Remarks
1.	2.	3.	4.	5.	6.	7.	8.
1.	Saradhu	Tandwa	29/186	Chatra	253.80	102.75	Part
2.	Masilaung	Tandwa	61/218	Chatra	165.00	66.80	Part
3.	Ara	Balumath	55	Latehar	61.25	24.80	Part
4.	Chamatu	Balumath	56	Latehar	542.25	219.53	Part
5.	Phulbasia	Balumath	58	Latehar	160.00	64.78	Part
Total Area 1182.30 acres (approx.) Or 478.66 hectares (approx.)							

Plot numbers acquired in village Saradhu :- 541(P), 544(P), 545(P), 546, 547, 548(P), 549, 550, 551(P), 553(P), 555(P), 556(P), 699(P), 706(P), 708(P), 718(P), 719(P), 720, 721, 752 to 754, 755(P), 756 to 761, 762(P), 765(P), 766(P), 773(P), 774, 775(P), 779(P), 780(P), 781(P), 782(P), 783 to 790, 791(P), 792 to 795, 796(P), 800 to 809, 810(P), 811 to 822, 823(P), 824(P), 873(P), 874(P), 1707(P), 1708(P), 1730(P), 1731(P), 1744(P), 1745(P) and 1833(P).

Plot numbers acquired In village Masilaung :- 53 to 68, 69(P), 81 to 95, 96(P), 97 to 114, 304(P), 308(P), 312(P), 313 to 317, 318(P) & 319(P).

Plot numbers acquired in village Ara :- 342, 343(P), 344 to 362, 363(P), 364(P), 365, 375(P), 376(P), 380(P), 381, 382, 383(P), 384, 385(P), 386 to 388, 389(P), 397(P), 398(P), 399(P), 400 to 407, 408(P), 423(P), 425(P), 427(P), 428, 429, 431 to 433, 434(P), 435(P), 436(P), 439(P), 440(P), 690(P), 691(P), 693 to 696, 697(P), 698 to 703, 704(P), 705, 706(P), 715(P), 716, 717, 718(P), 744(P), 753(P), 756(P), 758 to 761, 765(P), 766, 767(P), 768, 769, 770(P), 771, 791(P), 2006 & 2029.

Plot numbers acquired in village Chamatu:- 442(P), 469 to 477, 494(P), 503 to 766, 767(P), 769(P), 770, 771(P), 773(P), 774, 775(P), 776(P), 777(P), 778, 779(P), 785(P), 786(P), 787(P), 791(P), 792, 793, 794(P), 796, 797, 798(P), 806(P), 807(P), 808, 809(P), 811(P), 958(P), 970(P), 971, 972(P), 973, 974, 1082(P), 1096(P), 1097 to 1099, 1100(P), 1101 to 1107, 1115(P), 1116, 1117(P), 1153, 1155 to 1295, 1296(P), 1297,

1302(P), 1303(P), 1304 to 1364, 1365(P), 1366, 1587(P), 1588(P), 1612(P), 2102(P), 2103, 2104(P), 2106(P), 2107(P), 2108, 2109, 2110(P), 2111(P), 2112(P), 2113(P), 2114 to 2133, 2134(P), 2135(P), 2136 to 2160, 2161(P), 2162(P), 2163 to 2230, 2231(P), 2233(P), 2236(P), 2237, 2238, 2239(P), 2244(P), 2245(P), 2246(P), 2247(P), 2475(P), 2476(P), 2477(P), 2518(P), 2519(P), 2520(P), 2522(P), 2526(P), 2527(P), 2528(P), 2529(P), 2550, 2551, 2552, 2553, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2574, 2581(P), 2582, 2583(P), 2584, 2585(P), 2589, 2616(P), 2617(P), 2619, 2620, 2621, 2622, 2624, 2625, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2636(P), 2637(P), 2645, 2691, 2693, 2694, 2697, 2699, 2700 & 2703.

Plot numbers acquired in village Phulbasia :- 1303(P), 1391(P), 1392 to 1394, 1395(P), 1396 to 1402, 1403(P), 1405(P), 1406(P), 1407 to 1414, 1438 to 1449, 1450(P), 1451(P), 1512(P), 1533(P), 1535, 1536, 1537(P), 1538 to 1542, 1546(P), 1547, 1549(P), 1550(P), 1551, 1552, 1553(P), 1556(P), 1557(P), 1616(P), 1617(P), 1619(P), 1623(P), 1624, 1625, 1626(P), 1627(P), 1628(P), 1635(P), 1636(P), 1637(P), 1638, 1639(P), 1640(P), 1780(P), 1820(P), 1822(P), 1823(P) & 1831.

BLOCK – A

Boundary Description

- A-B Line starting Point 'A' passes through plot numbers 439, 440, 343 and 697 in village Ara and meets at Point 'B'.
- B-C Line passes through plot numbers 1587, 2581, 442, 494 and 607 in village Chamatu and meets at Point 'C'.
- C-D-E Lines pass through plot numbers 1391, 1395, 1450, 1451, 1509, 1539, 1550, 1512 and 1303 in village Phulbasia and meets at Point 'E'.
- E-F Line passes along the part central line of Nalla in village Phulbasia and Chetar and meets at Point 'F'.
- F-G Line passes through plot numbers 1823, 1820, 1537, 1546, 1553, 1556, 1557, 1550, 1619, 1617, 1616, 1623, 1628, 1627, 1626, 1637, 1635, 1636, 1640, 1639, 1640, 1406, 1405, 1403, 1780 and 1391 in village Phulbasia (which form part common boundary Pindarkom Ganeshpur Block acquired U/S-9(I) of Coal Bearing Areas (Acquisition & Development) Act, 1957 vide So.No. 3155, dated 22.10.62) and meets at Point 'G'.
- G-H Line passes along the part central line of Nalla in village Phulbasia, Chamatu & Ganeshpur (which forms part common boundary of Pindarkom Ganeshpur Block acquired U/S-9(I) of Coal Bearing Area (Acquisition & Development) Act, 1957 vide So.No. 3155 dated 20.10.62 and meets at Point 'H'.

H-I	Line passes through plot numbers 2233, 2231, 2236, 2239, 2244, 2529, 2526, 2527, 2522, 2520, 2476, 2520, 2518 and 2538 in village Chamatu and meets at Point 'I'.
I-J in	Line passes through plot numbers 1744, 1745, 1731, 706, 796 and 1708 in village Saradhu and meets at Point 'J'.
J-K-L Masilaung	Lines pass through plot numbers 319, 318, 304 and 96 in village and meets at Point 'L'.
L-M-N and	Lines pass through plot numbers 69, 312 and 308 in village Masilaung meet at Point 'N'.
N-O-P	Lines pass through plot numbers 1833, 1707, 874, 873, 810, 823, 824, 791, 782, 781, 779, 775, 773, 762, 765, 755, 766, 544, 541, 551, 556, 555, 545, 553, 548, 553, 551, 719, 718, 719, 708, 706, 1730, 1731, 1745 and 1744 in village Saradhu (which forms part common boundary of Magadh Block acquired U/S-9(I) of Coal Bearing Area (Acquisition & Development) Act, 1957 vide So.No. 870(E) dated 02.12.94 and meets at Point 'P'.
P-Q-R	Lines pass through plot numbers 2538, 2518, 2519, 2477, 2476, 2475, 2520, 2522, 2617, 2616, 2527, 2528, 2445, 2446, 2447, 2112, 2113, 2111, 2110, 2107, 2106, 2102, 2134, 2135, 2161, 2162, 767, 769, 771, 773, 775, 776, 777, 779, 785, 786, 787, 791, 794, 798, 806, 807, 811, 809, 958, 970, 972, 974, 1082, 1096, 1100, 1115 and 1117 in village Chamatu (which forms part common boundary of Magadh Block acquired U/S-9(I) of Coal Bearing Areas (Acquisition & Development) Act, 1957 vide So.No. 870(E), dated 02.12.94 and meets at Point 'R'.
R-S-T-U	Lines pass through plot numbers 1117, 1296, 1302, 1365 (Nalla), 2585, 2636, 2637, 1612, 1287, and 1588 in village Chamatu (which forms part common boundary of Magadh Block acquired U/S-9(I) of Coal Bearing Areas (Acquisition & Development) Act, 1957 vide So.No. 870(E) date 02.12.94. and meets at Point 'U'.
U-V-A	Lines pass through plot numbers 704, 706, 715, 718, 2006, 744 (Nalla), 791, 770, 767, 765, 753, 690, 744, 691, 363, 364, 365, 380, 376, 375, 383, 385, 389, 399, 398, 397, 408, 423, 427, 425, 435, 436, 434 and 439 in village Ara (which forms part common boundary of Magadh Block acquired U/S-9(I) of Coal Bearing Areas (Acquisition & Development) Act, 1957 vide So.No. 870(E) date 02.12.94. and meets at starting Point 'A'.

Block -B**All Right**

Sl. No	Village	Thana	Thana No.	District	Area in acres	Area in hectares	Remarks
1.	2.	3.	4.	5.	6.	7.	8.
1.	Kundi	Tandwa	27/184	Chatra	46.30	18.75	Part
2.	Saradhu	Tandwa	29/186	Chatra	26.20	10.61	Part
Total						72.50 acres (approx.)	
Or						29.36 hectares. (approx.)	

Plot numbers acquired in village Kundi :- 1(P), 9(P), 10 to 72, 73(P), 74, 75(P), 76(P), 79(P), 80(P), 81 to 87, 88(P), 89(P), 90 to 108, 109(P), 110(P), 111 to 121, 122(P), 124(P), 125, 126, 127(P), 136(P), 137(P), 138 to 141, 142(P), 144(P), 154(P), 157, 158, 159(P), 160(P), 161(P), 163(P), 164 to 169, 170(P), 171(P), 183(P), 242(P) and 400.

Plot numbers acquired in village Saradhu :- 448(P), 449, 450, 451(P), 452, 453(P), 454, 455(P), 474, 475, 476(P), 477(P), 1954(P) and 1955.

BLOCK – B**Boundary Description :-**

W-X Line starting from 'W' passes through plot numbers 477, 1954 and 448 in village Saradhu and meets at Point 'X'.

X-Y-Z Lines pass through plot numbers 9, 1, 242, 171, 170, 163, 161, 160, 183, 154, 159, 109, 144, 142, 136, 137, 127, 124 and 122 in village Kundi and meets at Point 'Z'.

Z-W Line passes through plot numbers 89, 88, 80, 79, 76, 75, 73 in village Kundi and plot numbers 453, 455, 451 and 477 in village Saradhu (which forms part common boundary of Magadh Block acquired U/S-9(I) of Coal Bearing Areas (Acquisition & Development) Act, 1957 vide S.O. No. 870(E), dated 2.12.94 and meets at Starting Point 'W'.

[No. 43015/24/2000-P.R.I.W.]
SANJAY BAHADUR Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 7 मई, 2003

का. आ. 1385.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार, का अर्जन) अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत के राजपत्र में तारीख 5 अक्टूबर 2002 को यथा प्रकाशित अधिसूचना संख्या का.आ. 3156 तारीख 3 अक्टूबर 2002 द्वारा, मुन्द्रा फ्लान स्थित अपरिष्कृत तेल संस्थापन मुन्द्रा से गुजरती हुई पाइपलाइन पंजाब राज्य में भटिंडा तक अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुबंधी) द्वारा भूमि के भीतर पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियां जनता को तारीख 15 नवम्बर 2002 को उपलब्ध करा दी गई थीं ; और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विलंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुबंधी) में निहित होगा ।

अनुशासी

तहसील : भौनमाल		जिला : जालोद		राज्य : राजस्थान		
मालका नाम	सर्वेक्षण नं.	हिस्सा क्रमांक (सर्वेक्षण क्रमांक)	ROU क्रमफल.	हैक्टर	एर्यर	वर्ग मी.
1	2	3			4	
धनस	697			0	01	90

[फ. सं. आर-31015/39/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 7th May, 2003

S. O. 1385.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.3156, dated the 3rd October, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India, on the 5th October, 2002, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda crude oil pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, copies of the said Gazette notification were made available to the public on the 15th November, 2002;

And whereas, the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Tehsil : Bhinmal		District : Jalore		State : Rajasthan		
Name of Village	Survey No.	Part # Any	ROU - Area			
			Hect.	Are.	Sq.mt.	
1	2	3	—	4	—	
Dhansa	697		0	01	90	

[No. R-31015/39/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 7 मई, 2003

का. अ. 1386.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्बन) अधिनियम, 1962, (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3458, तारीख 21 दिसम्बर, 2001, जो भारत के राजपत्र, भाग- 2, खण्ड-3, उपखण्ड (ii) तारीख 22 दिसम्बर, 2001 के पृष्ठ 7605-7623 पर प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात्:-

उक्त अधिसूचना की इस अनुसूची में:-

- (क) पृष्ठ 7616 पर, स्तंभ 1 में गाँव “नासोली”, के सामने,
- (i) स्तंभ 2 के सर्वेक्षण नं० “388”, के स्थान पर, सर्वेक्षण नं० “386”, रखा जाएगा

[फ. सं. आर-31015/39/2001-ओ.आर-II]
हरीश कुमार, अध्यक्ष

New Delhi, the 7th May, 2003

S. O. 1386.—In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.3458, dated the 21st December, 2001, published at page 7623-7640, in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 22nd December, 2001, namely:-

In this Schedule to the said notification,-

- A) at page 7634, against village “Nasoli”, in column 1,
- (i) in survey number “388”, in column 2, shall be substituted by no.”386”

[No. R-31015/39/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 7 मई, 2003

का. अ. 1387.—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्बन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2063 तारीख 19 जून 2002, जो भारत के राजपत्र, भाग- 2, खण्ड-3, उपखण्ड (ii) तारीख 22 जून 2002 के पृष्ठ 6007 से पृष्ठ 6026 में प्रकाशित की गई थी, निम्नलिखित संशोधन करती है, अर्थात्:-

उक्त अधिसूचना की इस अनुसूची में:-

- (क) पृष्ठ 6008 पर, स्तंभ 1 में गाँव “धनपुरा” के सामने :-
- स्तम्भ 2 के सर्वेक्षण नं० “60”, के सामने, स्तंभ 4 में क्षेत्रफल “0-11-04”, के स्थान पर क्षेत्रफल “0-22-92”, रखा जाएगा;
 - स्तम्भ 2 के सर्वेक्षण नं० “50”, के सामने, स्तंभ 4 में क्षेत्रफल “0-01-20”, के स्थान पर क्षेत्रफल “0-03-67”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “42”, के सामने, स्तंभ 4 में क्षेत्रफल “0-14-15”, के स्थान पर क्षेत्रफल “0-14-76”, रखा जाएगा ;
- पृष्ठ 6009 पर, स्तंभ 1 में गाँव “धनपुरा”
- स्तम्भ 2 के सर्वेक्षण नं० “19”, के सामने, स्तंभ 4 में क्षेत्रफल “0-16-45”, के स्थान पर क्षेत्रफल “0-17-69”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “39”, के सामने, स्तंभ 4 में क्षेत्रफल “0-20-86”, के स्थान पर क्षेत्रफल “0-21-04”, रखा जाएगा ;
- (ख) पृष्ठ 6018 पर, स्तंभ 1 में गाँव “खण्डादेवल”
- स्तम्भ 2 के सर्वेक्षण नं० “439”, के सामने, स्तंभ 4 में क्षेत्रफल “0-25-50”, के स्थान पर क्षेत्रफल “0-26-00”, रखा जाएगा
 - स्तम्भ 2 के सर्वेक्षण नं० “438”, के सामने, स्तंभ 4 में क्षेत्रफल “0-43-81”, के स्थान पर क्षेत्रफल “0-76-50”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “434”, के सामने स्तंभ 4 में क्षेत्रफल “0-01-00”, के स्थान पर क्षेत्रफल “0-17-70”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “450”, के सामने, स्तंभ 4 में क्षेत्रफल “0-15-00”, के स्थान पर क्षेत्रफल “0-15-80”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “520”, के सामने, स्तंभ 4 में क्षेत्रफल “0-24-82”, के स्थान पर क्षेत्रफल “0-26-00”, रखा जाएगा ;
- (ग) पृष्ठ 6023 पर, स्तंभ 1 में गाँव “धानसा”
- स्तम्भ 2 के सर्वेक्षण नं० “751”, के सामने, स्तंभ 4 में क्षेत्रफल “0-01-94”, के स्थान पर क्षेत्रफल “0-17-89”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “101”, के सामने, स्तंभ 4 में क्षेत्रफल “0-14-60”, के स्थान पर क्षेत्रफल “0-18-10”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “197”, के सामने, स्तंभ 4 में क्षेत्रफल “0-33-93”, के स्थान पर क्षेत्रफल “0-34-40”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “196”, के सामने, स्तंभ 4 में क्षेत्रफल “0-00-40”, के स्थान पर क्षेत्रफल “0-01-00”, रखा जाएगा ;
 - स्तम्भ 2 के सर्वेक्षण नं० “275”, (कार्ट ट्रैक), के सामने, स्तंभ 4 में क्षेत्रफल “0-06-96”, के स्थान पर क्षेत्रफल “0-15-44”, रखा जाएगा;

[फा. सं. आर-31015/39/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 7th May, 2003

S. O. 1387.—In exercise of the powers conferred by sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2063, dated the 19th June, 2002, published at page 6026 to 6045, in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 22nd June, 2002, namely:-

In this Schedule to the said notification,-

- A) at page 6027, against village "Dhanpura",
 - (i) in survey number "60", in column 2, for the area "0-11-04", in column 4, the area "0-22-92", shall be substituted;
 - (ii) in survey number "50", in column 2, for the area "0-01-20", in column 4, the area "0-03-67", shall be substituted;
 - (iii) in survey number "42", in column 2, for the area "0-14-15", in column 4, the area "0-14-76", shall be substituted;
 - at page 6028, against village "Dhanpura",
 - (iv) in survey number "19", in column 2, for the area "0-16-45", in column 4, the area "0-17-69", shall be substituted;
 - (v) in survey number "39", in column 2, for the area "0-20-86", in column 4, the area "0-21-04", shall be substituted;
- B) at page 6037, against village "Khandadewal",
 - (i) in survey number "439", in column 2, for the area "0-25-50", in column 4, the area "0-26-00", shall be substituted;
 - (ii) in survey number "438", in column 2, for the area "0-43-81", in column 4, the area "0-76-50", shall be substituted;
 - (iii) in survey number "434", in column 2, for the area "0-01-00", in column 4, the area "0-17-70", shall be substituted;
 - (iv) in survey number "450", in column 2, for the area "0-15-00", in column 4, the area "0-15-80", shall be substituted;
 - (v) in survey number "520", in column 2, for the area "0-24-82", in column 4, the area "0-26-00", shall be substituted;
- C) at page 6042, against village "Dhansa",
 - (i) in survey number "751", in column 2, for the area "0-01-94", in column 4, the area "0-17-89", shall be substituted;
 - (ii) in survey number "101", in column 2, for the area "0-14-60", in column 4, the area "0-18-10", shall be substituted;
 - (iii) in survey number "197", in column 2, for the area "0-33-93", in column 4, the area "0-34-40", shall be substituted;
 - (iv) in survey number "196", in column 2, for the area "0-00-40", in column 4, the area "0-01-00", shall be substituted;
 - (v) in survey number "275", in column 2, "Cart Track G.L", in column 3, for the area "0-06-96", in column 4, the area "0-15-44", shall be substituted.

श्रम मंत्रालय

नई दिल्ली, 4 अप्रैल, 2003

का. आ. 1388.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 16 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तूतीकोरिन पोर्ट ट्रस्ट कार्गो हैंडलिंग लेबर पूल को अगले आदेश जारी होने तक, उपर्युक्त अधिनियम को प्रभाव में लाने से छूट प्रदान करती है।

[फा. संखा आर.-11015/1/2000-एसएस-II]

संयुक्त राय, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 4th April, 2003

S.O. 1388.—In exercise of the powers conferred by sub-section (2) of Section 16 of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby exempts the Tuticorin Port Trust Cargo Handling Labour Pool from the operation of the above-mentioned Act, till further orders.

[F. No. R-11015/1/2000-SS-II]

SANJUKTA RAY, Under Secy.

नई दिल्ली, 16 अप्रैल, 2003

का. आ. 1389.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, धनबाद के पंचाट (संदर्भ संखा 79/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2003 को प्राप्त हुआ था।

[सं. एल-20012/348/99-आई. आर.(सी.-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 16th April, 2003

S.O. 1389.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/2000) of the Central Government Industrial Tribunal-cum-Labour Court-I Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 16-04-2003.

[No. L-20012/348/99-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO.-I, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of the Industrial Disputes Act, 1947

Reference No. 79 of 2000

Parties: Employers in relation to the management
of Amlabad Colliery of M/s. B.C.C. Ltd.

AND

Their Workman

Present :

Shri S. H. Kazmi, Presiding Officer:

Appearances:

For the Employers : Shri H. Nath, Advocate.

For the Workman : Shri S.C. Gour, Advocate.

State: Jharkhand. Industry : Coal.

Dated, the 28th March, 2003

AWARD

By Order No. L-20012/348/99-IR (C-I) dt. 28-1-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Amlabad Colliery of M/s.B.C.C Ltd., P.O. Amlabad, Distt. Dhanbad in not accepting the date of birth of Shri Chhote Lal Rajwar, Mining Sirdar as 6-1-55 as per I.I.No.76 is justified? If not to what relief the workman is entitled?”

2. The case of the concerned workman, in short, is that he was appointed in the year 1971 and since then he has been rendering his service under the management. It has been said that in the year 1982 the management of Amlabad Colliery gave him a working experience certificate indicating his date of birth as 6-1-1955, as per Form ‘B’ record to enable the workman to pass mining sirdar examination to competency, subsequent to which the concerned workman appeared in the said examination and passed the same and received the Mining Sirdar Certificate from Directorate General of Mines Safety Office, Dhanbad on 11-11-1982 in which his date of birth was recorded as 6-1-1955. It is said that the concerned workman all along was under impression that his date of birth was recorded as 6-1-1955 but in the year 1987 when the service excerpt

was issued to him indicating his date of birth as 24-10-1940, he came to know about it and protested by mentioning the date of birth as 6-1-56 and returned the same to the management for making necessary correction in their records. It is further said that since the workman was not given any time to check his own record, in haste he indicated his date of birth as 6-1-56 in stead of 6-1-55 in the service excerpt. Further the case is that in the year 1988 JBCCI for coal industry vide 1-1-76 issued for the first time, a policy decision that the date of birth recorded in Mining Sirdar /Overman certificate of competency issued by D.G.M.S. shall be taken as conclusive proof for all purposes including superannuation and on the basis of such instruction correction of date of birth were made in several such cases. Further it has been said that the concerned workman reminded the management from time to time for correction of date of birth as per Mining Sirdar Certificate of competency and based on 1-1-76 of JBCCI but neither the correction was made by the management nor it communicated to the concerned workman the reasons for not doing so and ultimately being left with no alternative the industrial dispute was raised by the concerned workman before A.L.C. (C), Dhanbad. But as no conciliation could be made finally the dispute was referred to this Tribunal for adjudication. Lastly it has been said that the management by not making necessary correction in this date of birth as per 1-1-76 of JBCCI has violated the agreement of National Coal Wage and concerned workman, as such, is entitled for the recording of date of birth as 6-1-55 as per 1-1-76.

3. The management's case, on the other hand, in short is that the concerned workman was appointed on 24-10-71 and on the date of his appointment his age was recorded as 31 years in Form 'B' Register which is a statutory register of the company being maintained under the Mines Act, 1952 and the concerned workman accepted it by putting his L.T.I./signature on the said register. Further it has been said that the concerned workman declared his qualification in the service except as Class-X but no document regarding educational qualification and age was produced by him in support of his date of birth. It is also said that the concerned workman obtained Mining Sirdar Certificate after working for more than ten years in M/s. BCCL and so his date of birth recorded in the said certificate is not tenable as per 1-1-76 and moreover as per Mines Act, 1952 nobody can be employed to work in a mine below the age of 18 years and if the date of birth as mentioned in the Mining Sirdar Certificate is accepted then at the time of his appointment the concerned workman was only aged about 16 years 9 months. Further, it has been said that the concerned workman raised the dispute in the service excerpt with respect to his date of birth only in the year 1987 though he was appointed on 24-10-71.

In its rejoinder also it has been asserted on behalf of the management that the concerned workman had to be retired as per the date of birth given in Form 'B' Register

which is a statutory register and the age is to be determined on the basis of the entries made therein.

In the rejoinder filed on behalf of the workman also while controverting or denying several statements made in the written statement of the management it has been specifically denied that the age recorded at the time of initial appointment holds good. It is further asserted therein that in view of introduction of 1-1-76 in the year 1988 the age regarded in Form 'B' automatically comes to an end and the age as per Mining Sirdar Certificate supersedes. It has been said that the concerned workman is entitled to remain in employment till 5-1-2015 on the basis of date of birth mentioned in the Mining Sirdar Certificate of competency.

4. It is evident from the above that the moot question involved in the present case that requires consideration is whether on the basis of the materials put forward on behalf of the parties, the date of birth of the concerned workman as mentioned in the Mining Sirdar Certificate can be taken as final and conclusive or not for all practical purposes.

5. In support of their respective claims both the sides have led their oral as well as documentary evidence. One witness was examined on behalf of the management and likewise one witness was examined on behalf of the workman also. Few documents filed on behalf of the management are marked Exts. M-1 to M-4 and those produced from the side of the workman are marked Exts. W-1 to W-5. The relevancy or significance of those materials would be looked into and considered in course of discussions made hereinafter.

6. It is evident that the claim of the concerned workman is mainly rather solely based on Mining Sirdar Certificate of competency in which the date of birth of the concerned workman is mentioned as 6-1-55. The date of issuance of the said certificate is 11-11-82.

It has been submitted that as per 1-1-76 of JBCCI for coal industry the date of birth mentioned in Mining Sirdar Certificate has got to be taken as binding, final or conclusive for all practical purpose and so in that view the management should have made the correction in the date of birth if the same was mentioned elsewhere in any other manner and instead of superannuating the concerned workman in the year 2000 it should have allowed him to continue with his service till his retirement on the basis of the date of birth mentioned in the Mining Sirdar Certificate.

7. The concerned workman was appointed on 24-10-71 and at the time of his appointment in Form 'B' Register (Ext. M-1) his date of birth was recorded as 31 years as on 24-10-71. This fact is not in dispute rather the concerned workman in his evidence has identified and admitted his L.T.I. appearing thereon. The assertion of the

workman is only this much that his date of birth was wrongly recorded therein. The concerned workman, as such, was well aware of the fact that in Form 'B' his date of birth was mentioned in the aforesaid manner. If at all, according to him, the same was incorrectly mentioned then he could have raised objection or could have sought correction therein immediately or soon thereafter. But he did not do anything like that and it is only when Mining Sirdar Certificate was issued to him by D.G.M.S. in which his date of birth was mentioned as 5-1-55. He started taking advantage of that but even then did not make any representation before the management for correction of his date of birth. In the year 1987 when service excerpt (Ext. W-2) was sent to him for inviting objections, if any, he did not raise any objection as the column meant for that purpose is blank. Simply in a very strange or peculiar manner as against the column meant for some other purpose he wrote down 6-1-56 as regards which also now he says that in haste instead of mentioning 6-1-55 he had mentioned 6-1-56. Copies of two representations said to have been submitted before the management for correction of age or date of birth are dated 24-12-90 (Ext. W3/1) and dated 15-7-98 (Ext. W-3). Those were, as such, submitted at a much belated stage when the date of superannuation was fast approaching. Despite having full knowledge about his date of birth mentioned in Form 'B' Register why no step was taken for a long time by the concerned workman for correction of date of birth? and further if the date of birth was mentioned in the Form 'B' register in the aforesaid manner then how and no what basis the date of birth was mentioned in some other manner in Mining Sirdar Certificate. These are some of the pertinent questions for which no explanation whatsoever is forthcoming. The management's contention in this respect is that the concerned workman managed to get his date of birth mentioned in Mining Sirdar Certificate in the aforesaid manner just in order to put in some more years of service under the management otherwise there was no occasion of mentioning of date of birth other than what stood mentioned in Form 'B' register recorded at the time of appointment.

It can not be lost sight of and often it is seen these days that just for remaining in service for some more years the course of action is planned meticulously and by taking the concerned staff of the establishment in collusion, tampering and manipulation are being made in the entry of the date of birth recorded in some of the document and further in some of the document the date of birth is inserted as per the desire of the workman concerned. Here is a case where difference between two dates is not just of one or two years rather quite obviously there is big difference of 15 years or more. It is further to be kept in mind that if the date of birth as mentioned in Mining Sirdar Certificate is accepted to be actual date of birth of the concerned workman then on that basis the age of the concerned

'workman can only be taken as 16 years and few months at the time of his appointment. Naturally the question would arise whether for working in mines any person of such age could have been appointed or not. The management's contention is that such persons are not considered eligible for being appointed in a mine on any post whatsoever. It is not suggested that just on account of these facts or aspects the claim of the workman is required to be brushed aside, but at the same time the aforesaid aspects coupled with conduct of the concerned workman, as noticed above, certainly creates a reasonable suspicion or doubt about the genuineness of the claim of the concerned workman.

This argument advanced on behalf of the workman does not appear to be convincing that the date of birth mentioned in the Mining Sirdar Certificate has got to be taken as binding, final and conclusive as per I-I-76 of JBCCI irrespective of mentioning of some other date in some other documents, such as, Form 'B' Register. From a plain reading of the contents of the relevant clause of I-I-76 also not such impression can be gathered and there is nothing contained as such. It is true that importance has been attached to Mining Sirdar Certificate so far as the date of birth is concerned but it did not speak that the same would be binding or conclusive or would be having overriding effect upon any entry in that regard as contained in Form 'B' Register or would supersede any such entry in Form 'B' register, as suggested. Particularly so far as the facts of the present case is concerned it is reiterated that it stands admitted that at the time of appointment the said date of birth was mentioned in Form 'B' register in presence of the workman and the concerned workman has admitted his L.T.I. appearing thereon, but despite being aware of such entry in Form 'B' Register no any step was considered necessary to be taken for correction of date of birth if according to the concerned workman the same was wrong or incorrect. There is also complete silence on his part as to on what basis the date of birth was mentioned in aforesaid manner in the Mining Sirdar Certificate.

It is well known that Form 'B' Register is maintained under Sec.48 of the Mines Act, 1952 and for this reason the same is considered as statutory register. Quite naturally any entry or particulars mentioned therein with respect to any workman bears much importance and significance and the same cannot be ignored or bye-passed so easily in the face of or due to the existence of any other document whatsoever. In a particulars or different set of facts and circumstances, the entries made in Mining Sirdar Certificate may assume significance or may be treated as final but in the facts and circumstances of the instant case it is reiterated that it is not possible to take the date of birth mentioned in the said certificate as correct, final or conclusive by ignoring the entry made in that regard in Form 'B' register and few glaring circumstances involved, as noticed above.

Thus, in view of discussions made hereinabove on the basis of materials on record it is difficult to accept the date of birth of the concerned workman mentioned in the Mining Sirdar Certificate as binding and conclusive for all practical purposes including superannuation, as suggested, on behalf of the workman. Consequently the action of the management which has been questioned cannot be held to be improper or unjustified.

8. The award is, thus, made hereunder :

The action of the management of Amlabad Colliery of M/s. B.C.C. Ltd. in not accepting the date of birth of the concerned workman, Chhote Lal Rajwar, Mining Sirdar as 6-1-1955 as per I.I.No.-76 is justified and the concerned workman, as such, is not entitled to any relief whatsoever.

In the circumstances of the case, however, there would be no order as to cost.

S. H. KAZMI, Presiding Officer.

नई दिल्ली, 16 अप्रैल, 2003

का. आ. 1390.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण-I, धनबाद के पंचाट (संदर्भ संख्या 39/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2003 को प्राप्त हुआ था।

[सं. एल-20012/356/90-आई. आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 16th April, 2003

S.O. 1390.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/91) of the Central Government Industrial Tribunal-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 16-4-2003.

[No. L-20012/356/90-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference Sec. 10 (1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 39 of 1991

PARTIES: Employers in relation to the management of Tetulmari Colliery of M/S. B.C.C. Ltd.

AND

Their Workmen

PRESENT: Shri S. H. KAZMI, Presiding Officer

APPEARANCES:

For the Employers : Shri H. Nath, Advocate

For the Workman : Shri D. Mukherjee,
Secretary, Bihar Colliery
Kamgar Union.

State : Jharkhand.

Industry: Coal.

Dated, the 26th March 2003

AWARD

By Order No. L-20012/356/90-I.R. (Coal-I) dated 16-4-1991 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-sec. (1) and Sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Tetulmari Colliery under Sijua Area of M/S. Bharat Coking Coal Ltd. in denying the employment to the dependent son-in-law of Smt. Chain Kumari, I.D. Card No. 222339 is justified? If so, to what relief the workman is entitled to?"

2. Precisely, the case of the sponsoring union is that the concerned workman, Chain Kumari has been working as permanent quarry worker at Tetulmari Colliery since long with unblemished record of service. He submitted an application before the management on 12-4-85 for voluntary retirement under the scheme of the management for female workers and she sought employment for her dependent son-in-law in her place. It has been said that while submitting the said application all the necessary formalities were complied with and as per form submitted for the said purpose and filled up by the management, the date of birth of the concerned lady was recorded as dt. 25-11-1938. However, it has been said that after submitting the aforesaid voluntary retirement application the concerned workman was anxiously waiting for employment of her dependent son-in-law, but curiously enough instead of employing her dependent son-in-law the management issued a letter of superannuation wherein and where by it superannuated the concerned workman w.e.f. 29-11-1988. She protested vehemently against the illegal and arbitrary superannuation but the management did not pay any heed and then seeing no other alternative the industrial dispute was raised on her behalf before the Conciliation Officer but no conciliation could be arrived at due to non-cooperative and anti-labour attitude of the management and so ultimately the dispute was referred to this Tribunal by the appropriate government for adjudication. Lastly it has been said that the action of the management in denying employment to the dependent son-in-law of the concerned workman was illegal, arbitrary and unjustified and as such the relief has been sought for direction to the management to provide employment to the dependent son-in-law of the concerned workman with retrospective effect and with all consequential benefits.

3. On the other hand, apart from raising few questions with respect to the maintainability of instant, reference the management in its written statement has come out with the case that the age and date of birth of the concerned workman recorded in various registers and records of the colliery differed and varied, so she was referred to Area Medical Board for the assessment of her age. The Apex Medical Board assessed her age was 58 years as on 28-11-86 and therefore her age and date of birth was recorded as 28-11-28. She reached the age of superannuation on 28-11-88 and accordingly she was superannuated w.e.f. the said date. Further, it has been said that while the concerned workman was in employment her service excerpt was sent to her but she did not raise any objection with respect to the assessment of her age and date of birth. It is said that after going through her application it was found that here application for V.R.S. was not within the time limit stipulated in the NCWA-IV nor she was eligible as per the said scheme neither she was permanently disabled either from injury or disease nor her case was so certified by the coal company concerned. Lastly, it has been said that the action of the management in the aforesaid regard was perfectly justified.

In their respective rejoinders also both the sides reiterated their stands already taken in their written statement and the management again took the firm stand that since the concerned lady had already crossed the age limit prescribed for V.R.S. She was not entitled to the benefits prescribed therein.

4. It is evident from the stands taken on behalf of the respective sides, as seen above, that the moot question involved that requires consideration is as to how far the denial of employment to the dependent son-in-law of the concerned lady by the management was justified or whether the concerned lady deserves the employment for her dependent son-in-law as per the said scheme or not.

No oral evidence has been lead on behalf of the workman in support of her claim. However, one document has been produced and marked Ext. W-1 which is photo copy of the application submitted by the concerned lady for voluntary retirement. On the other hand, the management has examined one witness and produced few documents which are Exts. M-1 to M-4 and which are service excerpt issued to the concerned workman, superannuation notice, photo copy of Form 'B' register etc.

It is not in dispute that during the relevant period there was voluntary Retirement Scheme introduced by M/s. BCCL for its female employes and it was provided therein that a female worker may retire in favour of her husband, son or son-on-law. The copy of the said scheme containing the details has been produced by the management and the same is marked Ext. M-2. The

management has submitted the fact that the concerned lady had submitted an application on prescribed form on 12-4-85 for voluntary retirement under the said Scheme in order to secure employment for here son-in-law, but in its case is that certain discrepancy was noticed in the service record with respect to the mentioning of date of birth of the said lady and so in the year 1986 she was referred to a Medical Board for ascertainment or assessment of her age. The Board thereafter assessed her age as 58 years as on 28-11-86 and then on that basis service record was corrected and in accordance with the finding of the Medical Board ultimately she was superannuated w.e.f. 28-11-88. Further the stand of the management is that since as per Board's assessment of age the lady was not aged 56 years or less on the date of her application which was a necessary requirement as contained under the said scheme, there was no question of allowing her prayer and providing employment to her son-in-law.

5. The Medical Board's report has been filed but the same has not been proved by any witness. This however does not assume much significance as the fact of appearance of the concerned lady before the Board and then the assessment of her age by the Board in the aforesaid manner are not disputed. There was no any statement in the written statement to that effect but however in the last para at page 2 of the rejoinder filed on behalf of the workman in reply to the management's written statement the statement has been made only to the effect that the Medical Board did not determine the age as per medical jurisprudence which is evident from the alleged Medical Board report. Significantly the concerned lady has not been examined to challenge the said aspect and the management's witness was also not given any suggestion that, in fact, the concerned workman never appeared before any Medical Board or never any such Board submitted its report after examining the said lady. It cannot be denied that as per the provisions of NCWA in case of discrepancy or variance in service record in respect of mentioning of date of birth of a workman he or she is required to be referred to a Medical Board for determination of actual age and then on the basis of the findings of the Board the necessary correction is made in the aforesaid regard in the service records.

It is apparent from all that has been indicated above that holding of medical examination of the concerned lady by the Medical Board remained unchallenged and undisputed.

6. One service excerpt (Ext. M-1) has been produced to show that in the year 1987 the concerned lady was served with the same wherein here date of birth was clearly mentioned as 28-11-28 but she did not raise any objection in that regard. In the rejoinder of the workman simply denial has been made in regard to issuance of any such service excerpt but neither the concerned lady nor any other witness has been examined in support of the said denial or

to disown the thumb impression of the concerned lady appearing thereon. No suggestion was given to the management's witness that the said document was, in fact, a manufactured one. Therefore, it remained undisputed that in the year 1987 she was served with service excerpt and she did not raise any objection thereon. No any document has been produced to show that even after 1987 the concerned lady ever raised any objection before the management prior to raising the industrial dispute in the year 1990.

Ext. M-4 is the photo copy of Form 'B' as the original of the same, as per management's witness, was seized by the police in connection with a criminal case. It is evident from the said document that earlier the date of birth of the concerned lady was mentioned as 25-11-38 but later it was corrected as 28-11-28 on the basis of Medical Board's finding. MW-1 has also said in his evidence about the correction being made as per the findings of the Medical Board.

7. It is not disputed that the concerned lady could have been allowed to retire voluntarily under the said scheme only if she would have been aged 56 years or less than that. It is also to be observed that the correction in date of birth was not made arbitrarily or behind the back of the concerned lady rather before that she was given the opportunity and as per the company's rule or NCWA she was referred to Medical Board as the management noticed discrepancy or variance in mentioning of the date of her birth in service record. She appeared before the Board and never raised any objection either before or after the Medical Board's finding. Even in the year 1987 she did not raise any objection. No any industrial dispute was raised on her behalf challenging her superannuation in the aforesaid manner. It was only in the year 1990 when the present dispute was raised several objections were put forward on her behalf.

Grant of relief as prayed in the instant case was quite dependent upon the aspect as to what, if fact, was the age of the concerned lady at the time when the application for voluntary retirement was submitted before the management. Since on the basis of the Medical Board's report she was not found eligible for extending benefit under the said scheme she was over aged and since she never objected or challenged the Medical Board's action or her superannuation by raising industrial dispute, it is not possible to hold herein that the dependent of the concerned lady was entitled to be appointed in her place under the said scheme. Even if it is taken that as per the terms of reference it can also be adjudicated whether the concerned lady was rightly superannuated or not even then on the basis of the materials it is difficult to hold that her superannuation was wrong. It is once again pointed out that the concerned lady who would have been the best person to make statement upon several aspects involved did not choose to appear for her evidence nor there is any

explanation why she was not produced or was not examined. Even the concerned dependent of the said lady for whom the employment was sought under the said scheme has not turned up for his evidence. Simply the copy of the said application for voluntary retirement has been exhibited on behalf of the workman. Though the management's witness was cross-examined in the manner as aforesaid but as it can be very well observed nothing could be elicited out of him to discredit his statement given earlier or stand taken by the management. During arguments few statements made during cross-examination were referred but those were of not much significance and further the workman's representative failed to convince how simply on the basis one or two statements made here and there in course of his evidence the said witness should be disbelieved or the management's case should be taken as not substantiated.

8. Thus, in view of all the aforesaid I do not find any merit in the claim as raised in the instant case and consequently the action of the management in denying the employment to the dependent of the concerned lady cannot be held to be unjustified.

9. The award is, thus, rendered as hereunder :

The action of the management of Tetulmari Colliery under Sijua Area of M/s. B.C.C. Ltd. in denying employment to the dependent son-in-law of Smt. Chain Kumari is justified and consequently no relief as prayed for can be granted.

In the circumstances of the case, however, there would be no order as to cost.

S.H. KAZMI, Presiding Officer.

नई दिल्ली, 16 अप्रैल, 2003

का. आ. 1381.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन औबरलैज बैंक के प्रबंधांत्र के संबद्ध निवोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/प्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 62/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2003 को प्राप्त हुआ था।

[सं. एल-12012/56/2002-आई. आर (बी-II)]

सी. गंगाधरण, अध्यक्ष सचिव

New Delhi, the 16th April, 2003

S.O. 1381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the

Dispute between the management of Indian Overseas Bank and their workman, which was received by the Central Government on 16-4-2003.

[No. L-12012/56/2002-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Friday, the 4th April, 2003

Present: K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 62/2002

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri V. Natarajan and the Management of Indian Overseas Bank].

BETWEEN

Sri V. Natarajan : I Party/Workman

AND

The Regional Manager,
Indian Overseas Bank, : II Party/Management
Coimbatore

Appearance:

For the Workman : I Party in person

For the Management : M/s. T.S. Gopalan & Co.,
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/56/2002/IR(B-II) dated 7-7-2002.

On receipt of the order of reference from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 62/2002 and notices were sent to the parties to the dispute by registered post, with a direction to appear before this Tribunal on 7-8-2002 to file their respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, the I Party/Workman and the counsel on record for the II Party/Management have filed their respective claim statement and counter statement and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, documentary evidence let in on either side, the other material papers on record, after hearing the arguments advanced by the I Party in person and learned counsel for the II Party/Management and this matter having stood over

till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Indian Overseas Bank in ordering dismissal of the workman Shri V. Natarajan from service by order dated 5-4-1997 is justified? If not, what relief is he entitled to?”

2. The facts of the industrial dispute raised by the I party/Workman are briefly as follows:—

The Petitioner/Workman Sri V. Natarajan is an ex-serviceman with the post graduate degree and also holds a degree in law. The Respondent Indian Overseas Bank is a nationalised bank having branches throughout India. The Petitioner was appointed as a Watchman on 7-11-1985. As a watchman he was also used to be posted as Armed guard. After working in the Regional Office, Coimbatore for some time, the Petitioner was transferred to Ganapathy branch at Coimbatore. When the Petitioner was working in Ganapathy branch, on 29-7-1993 he quarrelled with the customer Mr. M. Rajendran and assaulted him. Disciplinary action was taken by the Respondent/Management and the Petitioner was awarded punishment of stoppage of three increments by an order of the Disciplinary Authority dated 27-5-95. There were reports that the Petitioner quarrelled with the customer who left the branch saying that he would not come back to the branch as long as the Petitioner was there. In another incident, the Petitioner has assaulted a lady sweeper. So the Petitioner was transferred from Ganapathy to Kavindapady branch on 12-6-94. During May, 1996 the Petitioner was transferred to Velampalayam branch from Kavindapady branch. The staff of the branch, used to have their savings bank account in the branch in which they are posted and whenever they are transferred they will transfer the S.B. account to the branch to which they are posted. Though the Petitioner was transferred from Kavindapady to Velampalayam branch during May, 1996 he had not transferred his S.B. account to the Velampalayam branch. On 17-10-96 the Petitioner had gone to Kavindapady branch to draw money from his S.B. account. At about 1.00 p.m. he had slapped another staff member Sri P. Jagadeesan without any provocation for the assault. The Branch Manager reported the incident to the Regional Office, Coimbatore. A charge sheet was issued to the Petitioner on 1-11-96 for the incident took place on 17-10-96 and he was called upon to show cause as to why disciplinary action should not be taken against him. The Petitioner gave a reply dated 14-11-96 denying the allegations. A domestic enquiry was conducted. In the domestic enquiry Branch Manager Sri G. Krishnamurthy, Sri P. Jagadeesan, whom the Petitioner had assaulted and

the persons who were present in the branch at the time of incident Mr. Murali, Mr. Perumal and Mr. Rajendran were examined. The Petitioner has not examined any witness or let in any evidence. The Enquiry Officer gave a report on 20-3-97 holding that the charges against the Petitioner were proved. On 24-3-97, the copy of the report of the Enquiry Officer was furnished to the Petitioner and was informed about the proposed punishment of dismissal. He was asked to appear for personal hearing and show cause against the proposed punishment. The Petitioner made a representation on 29-3-97. After considering his representation, the Disciplinary Authority has passed an order of punishment on 5-5-97 dismissing the Petitioner from service. Against that order the Petitioner preferred an appeal and the same was dismissed on 3-3-98.

3. Against this order of punishment passed by the Disciplinary Authority against the Petitioner, he raised an industrial dispute. It is the contention of the Petitioner that the Respondent/Management has given him 1/3rd of the salary as subsistence allowance for 6 months from the date of suspension and then paid ½ of the salary for one year and three months. In spite of the Petitioner's request, the eligible subsistence allowance was not paid to the Petitioner by the Respondent/Management. The earlier punishment imposed by the Disciplinary Authority on the Petitioner in the year 1995, 1996 and 1997 by stopping his increment is harsh and oppressive. The findings of the Enquiry Officer has no basis in evidence. The witnesses examined on the side of the management about the alleged assault of the Petitioner on Baghavathiammal had deposed that they did not know whether the Petitioner had beaten her. On 17-10-96 messenger Jagadeesan only assaulted the Petitioner with a Chair at Kavindapady branch and had abused the Petitioner with unparliamentary words. The finding of the Enquiry Officer has been given on fabricated and false evidence and the enquiry itself is unfair and hence, the orders passed by the Disciplinary Authority on the basis of the findings of the Enquiry Officer are to be set aside and the Respondent/Management may be directed to reinstate the Petitioner in service with continuity of service, back wages and other attendant benefits.

4. In the Counter Statement the Respondent/Management has alleged that the Petitioner has referred to various irrelevant matters in his Claim Statement and he has not made out any case to interfere with the domestic enquiry or the findings of the Enquiry Officer. The conduct of the Petitioner on 17-10-96 coupled with his past conduct warranted that punishment of dismissal. Hence, the punishment of dismissal cannot be said to be harsh or excessive. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to make an Award rejecting the claim of the Petitioner.

5. When the matter was taken up for enquiry, with the consent of the either side 29 documents on the side of the Petitioner and 5 documents on the side of the

Respondent/Management have been marked as Ex.W1 to W29 and M1 to M5 respectively. The Petitioner/Workman as party in person and the learned counsel for the II Party/Management have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Indian Overseas Bank in ordering dismissal of the workman Shri V. Natarajan from service by order dated 5-4-1997 is justified? If not, what relief is he entitled to?”

Point:—

It is not disputed that the Petitioner/Workman Sri V. Natarajan was an ex-serviceman and was given an appointment in the Respondent/Bank as a Watchman-cum-Armed Guard. Petitioner himself has admitted in his Claim Statement that in the years 1995, 1996 and 1997 the Respondent/Management has given him punishment of stoppage of increments. The contention of the Respondent/Management in their Counter Statement that when the Petitioner was working in Ganapathy branch he quarrelled with a customer on 29-7-93 and assaulted him and for that disciplinary action was taken and the Disciplinary Authority by an order dated 27-5-95 awarded the punishment of three increments. So from this it is seen that the Petitioner has been punished by the Disciplinary Authority for his act of misconduct of assaulting a customer of the Respondent/Bank branch.

7. Ex. W1 is the charge sheet dated 13-8-93 issued to the Petitioner by the Disciplinary Authority of the Respondent/Bank management. It is alleged in the charge sheet that on 29-7-93 at about 11.00 a.m. the Petitioner had quarrelled with a customer of the branch Sri M. Rajendran and assaulted him on his left cheek and it amounts to a riotous disorderly and indecent behaviour and also of wilful insubordination and disobedience to lawful and reasonable order of his superiors which is a gross misconduct in terms of the Bipartite Settlement. Ex. W2 is the copy of the letter given by the Petitioner to Regional Manager, Coimbatore seeking 15 days time for submitting his reply. Ex. W3 is letter dated 13-9-93 sent by the Disciplinary Authority to Petitioner granting him extension of time till 15-9-93 to submit his reply. Ex. W4 is the reply given by Petitioner to Disciplinary Authority for the charge memo under Ex. W1 denying the charges levelled against him. Ex. W5 is the letter sent to the Petitioner by the Disciplinary Authority informing him about the appointment of the Enquiry Officer to hold an enquiry into the charges levelled against him. Ex. W6, W7, W8, W9, W10, W11, W12, W13 are all the documents pertaining to the domestic enquiry conducted for the alleged misconduct mentioned in the charge memo Ex. W1. Ex. W14 is final order passed by the Disciplinary Authority in view of the Enquiry Officer's findings that the charges against the Petitioner had been established. In that order of punishment stoppage of future increments for three years due in the year 1995, 1996 and 1997 have

been imposed as punishment. Ex. W15 is the order given to the Petitioner for transferring him to Kavindapady branch from Ganapathy branch of the Respondent/Bank. Ex. W16 is the another charge memo dated 1-11-96 issued to the Petitioner by the Disciplinary Authority for the alleged misconduct of the Petitioner on 17-10-96. It is alleged that when the Petitioner while working as an Armed guard in Velampalayam branch he had committed an act of gross misconduct on 17-10-96 around 1.00 p.m. by slapping Sri P. Jagadeesan another staff member at Kavindapady branch when many customers were present and witnessing the incident and thereby he had created a very bad scene by his indecent behaviour. Ex. W 17 is the copy of the reply given by the Petitioner to Disciplinary Authority denying the allegations mentioned in the charge sheet Ex. W16. Then enquiry was conducted . Ex. W18 to W21 are the xerox copy of the domestic enquiry proceedings and the findings of the Enquiry Officer. Ex. W22 is the notice issued by the Disciplinary Authority to the Petitioner informing him about the personal hearing on 2-4-97 in respect of the proposed punishment of dismissal from service. Ex. W23 is the written representation given by the Petitioner to the Disciplinary Authority on 29-3-97. In that explanation under Ex.W23, the Petitioner has admitted that on the date of occurrence he had been to Kavindapady branch to withdraw cash from his Account and the alleged incident is a concocted story and the witnesses are all interested witnesses and the Enquiry Officer has given a biased finding. The Enquiry Officer has failed to examine him the charge sheeted employee and hence, the entire proceedings is prejudiced and it is against the principles of natural justice . Ex. W24 is the final order given by the Disciplinary Authority to the Petitioner dated 5-4-97 dismissing the Petitioner from bank service with immediate effect and without notice in terms of Clause 17.6(a) of Bipartite Settlement dated 14-12-66. Ex.W26 is the copy of the letter dated 5-5-97 sent by Petitioner to Appellate Authority after preferring the appeal requesting him for a personal hearing. Ex. W27 is the letter dated 19-12-97 sent by the Appellate Authority to the Petitioner informing him that the Petitioner will be given personal hearing on 20-1-98. Ex. W25 is the copy of the written representation dated 20-1-98 given by Petitioner to Appellate Authority during the personal hearing, wherein he has stated that the instant case, had happened under unforeseen circumstances and he had regretted wholeheartedly . Further, he has requested therein to take a lenient view and consider reducing the punishment for dismissal which will enable him to correct and resurrect himself and he will assure that he will not give room to any such acts in future. Ex. W28 is the copy of proceedings of personal hearing by the Appellate Authority. Ex.W29 is the covering letter dated 9-3-98 sent by the Chief Officer of Regional Office, Coimbatore to the Petitioner along with order passed by the Appellate Authority dated 3-3-98. In that order the Appellate Authority has stated that the Petitioner had no sufficient cause to show leniency in the

matter and his assurance for future better conduct has no value attached to it and his appeal has no merit. Thus, the Appellate Authority has confirmed the order of punishment of dismissal from service imposed by the Disciplinary Authority.

8. The Petitioner has submitted a lengthy written argument, which are quite irrelevant to the dispute referred to for adjudication which is in respect of the action taken by the Respondent/Management in dismissing the Petitioner from service by an order dated 5-4-97. A perusal of the entire records clearly show that a proper domestic enquiry has been conducted by the Respondent/ Management for the misconduct committed by the Petitioner/Workman as alleged in the charge sheet under Ex. W16 and the Petitioner was given sufficient opportunity to take part in the domestic enquiry as a charge sheeted employee and he availed the same and had participated in the domestic enquiry and availed the opportunity of put forth his defence effectively. The Petitioner also has not whispered anything about the conduct of the domestic enquiry by the Enquiry Officer except making a stray reference in his contention that the Enquiry Officer has given a biased finding and he has not been given an opportunity by examining himself as a witness and to let in defence evidence. A perusal of the entire enquiry proceedings filed by the Petitioner himself clearly disproves the contention of the Petitioner as incorrect. While giving his written representation to the Appellate Authority, under Ex. W25 the Petitioner has not stated that the enquiry has been conducted by the Enquiry Officer in a prejudicial manner and the Enquiry Officer has given a perverse finding and there was no sufficient evidence on the side of the management to prove the charges levelled against him. On the other hand, he has admitted that the incident has been taken place under unforeseen circumstances for which he has regretted wholeheartedly. He would further say in that representation that he request the Appellate Authority to take lenient view and consider for reducing the punishment of dismissal which will enable him to correct and resurrect himself . So, under such circumstances, it is seen that the Petitioner himself has admitted having committed such a grave misconduct as alleged in the charge sheet under Ex. W16. A perusal of the Enquiry Officer's report under Ex. W21 clearly shows that he has discussed in detail the evidence placed before him by the two Management witnesses to prove the charges levelled against the Petitioner delinquent employee for him to come to the conclusion that the charges levelled against the Petitioner have been proved. Further, the Petitioner himself has filed documents to that effect that for the previous misconducts committed by him, the Respondent/Management took disciplinary action conducted domestic enquiry and awarded him punishments for the proved misconducts. So from this it is seen that the past conduct of the Petitioner/ Workman was not good. While awarding punishment for the proved misconduct alleged in the charge sheet Ex. W16

the Disciplinary Authority has taken into consideration the past misconduct of the Petitioner/Workman also and has given the punishment, which he has proposed in the 2nd show cause notice. The Appellate Authority also after considering the entire documents and written representation given by the Petitioner himself, has passed an order of dismissing the appeal by confirming the punishment imposed by the Disciplinary Authority for the proved misconduct of the Petitioner. Thus, it is seen that the conduct of the Petitioner on 17-10-1996 coupled with his past conduct warranted the punishment of dismissal, as contended by the learned counsel for the II Party/Management. The Petitioner has not made out any case to interfere with the domestic enquiry or with the findings of the Enquiry Officer. Hence, the punishment of dismissal cannot said to be harsh or excessive or disproportionate to the gravity of the misconduct committed by the Petitioner. Under such circumstances, it can be held that the action of the management of Indian Overseas Bank in ordering the dismissal of the Petitioner/Workman Sri V. Natarajan from service by order dated 5-4-1997 is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the concerned workman Sri V. Natarajan is not entitled for any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Exhibited :—

For the I Party/Workman :—

Ex. No.	Date	Description
W1	13-08-93	Charge sheet-cum-suspension order issued to Petitioner by the Disciplinary Authority.
W2	01-09-93	Letter from Petitioner to Regional Manager seeking time to submit reply to charge sheet.
W3	13-09-93	Letter from Disciplinary Authority to Petitioner Granting time to submit reply to charge sheet.
W4	24-09-93	Explanation submitted by Petitioner to Disciplinary Authority.
W5	12-10-93	Letter of Disciplinary Authority to Petitioner regarding Appointment of Enquiry Officer.
W6	20-10-93	Letter from Enquiry Officer to Petitioner regarding Enquiry on 1-11-93.
W7	01-11-93	Enquiry proceedings.
W8	04-05-94	Letter from Enquiry Officer to Petitioner regarding Enquiry on 7-5-94.
W9	07-05-94	Enquiry proceedings

W10	18-08-94	Letter from Enquiry Officer to Petitioner regarding Enquiry on 23-08-94.
W11	23-08-94	Enquiry proceedings.
W12	10-04-95	Show cause notice issued by Disciplinary Authority to Petitioner.
W13	22-04-95	Carbon copy of the letter from Petitioner to Disciplinary Authority seeking time to submit reply For show cause notice.
W14	27-05-95	Final order passed by Disciplinary Authority in respect of charge sheet dated 13-8-93,
W15	12-06-95	Letter of Chief Officer to Petitioner regarding Revocation of Petitioner's suspension.
W16	01-11-96	Charge sheet issued to Petitioner by the Disciplinary Authority.
W17	14-11-96	Explanation given by Petitioner to charge sheet.
W18	17-01-97	Letter from Chief Officer to Petitioner regarding Appointment of Enquiry Officer.
W19	27-11-97	Notice of enquiry sent by Enquiry Officer to Petitioner.
W20		Enquiry proceedings.
W21	20-03-97	Enquiry Officer's report.
W22	24-03-97	Show cause notice issued by Disciplinary Authority.
W23	29-03-97	Explanation given by Petitioner to show cause notice.
W24	05-04-97	Final Order issued by Disciplinary Authority against the Petitioner.
W25	20-01-98	Appeal preferred by the Petitioner to Appellate Authority.
W26	05-05-97	Letter from Petitioner to Appellate Authority.
W27	19-12-97	Letter from Appellate Authority to Petitioner Regarding personal hearing.
W28	20-01-98	Proceedings of personal hearing before Appellate Authority.
W29	09-03-98	Letter of Chief Officer to Petitioner enclosing the Order of Appellate Authority dated 3-3-98.

For the II Party/Management :—

Ex. No.	Date	Description
M1	09-01-96	Xerox copy of the letter from Petitioner to Chief Officer.
M2	18-01-96	Xerox copy of the warning letter from Chief Officer to Petitioner.
M3	20-02-96	Xerox copy of the letter from Petitioner to Chief Officer.
M4	08-03-96	Xerox copy of the letter from Chief Officer to Petitioner.
M5	17-10-96	Xerox copy of the letter from Senior Manager of Kavindapady branch to Regional Office.

नई दिल्ली, 16 अप्रैल, 2003

का. आ. 1392.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 288/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-04-2003 को प्राप्त हुआ था।

[सं. एल-12011/109/2001-आई. आर. (बी. II)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 16th April, 2003

S.O. 1392.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 288/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of UCO Bank and their workman, received by the Central Government on 16-04-2003.

[No. L-12011/109/2001-IR(B-II)]

C. GANGADHARAN, Under Secy

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer: SHRI S. M. GOEL

Case No. I.D. 288/2001

PRESENT:

The General Secretary,
UCO Bank Empls. Union,
Central Office,
C/o. UCO Bank, G.T. Road,
Jalandhar (Punjab)-144001.Applicant

V/s.

UCO Bank,
The Zonal Manager,
UCO Bank, Zonal Office,
S.C.O. 1092-93, Sector 22-B,
Chandigarh-160022.Respondent

REPRESENTATIVES:

For the Workman : Shri R. P. Rana

For the Management : Shri N. K. Zakhmi

AWARD

(Passed on 27-03-2003)

The Central Government Ministry of Labour vide
Notification No. L-12011/109/2001-IR(B. II) dated 7th

September, 2001 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of UCO Bank represented through the Regional Manager (Haryana), UCO Bank, Zonal Office, Chandigarh in imposing punishment of removal from bank service with immediate effect upon Shri S. C. Kakkar, vide their letter dated 19-4-2000, is just and legal? If not, what relief the workman is entitled to?"

2. In the claim statement, the workman has pleaded that the UCO Bank Management have illegally dismissed the workman on the charge of coming late in the branch and for his riotous, disorderly and indecent behaviour in the premises of the branch and for damaging of bank's property which have been wrongly proved by the Enquiry Officer despite the evidence recorded during the course of enquiry. It is further pleaded that the charge sheet is illegal, wrong and against the rules. It is further pleaded that enquiry proceedings were not held in accordance with the prescribed procedure. The findings of the enquiry officer is not based on the evidence produced during the enquiry and the same were twisted in favour of the management and enquiry officer has proceeded in a biased manner by adopting double yardstick in evaluating the evidence and he believed the prosecution witnesses and ignored the defence version who were eye witnesses, thus the prejudice has been caused to the workman. The disciplinary authority has also ignored the facts on record and the punishment is very excessive and harsh and quite disproportionate to the alleged misconduct and the same are liable to be set aside and the workman has prayed that the punishment of dismissed be set aside and he be reinstated in service with full backwages and other benefits.

3. The bank management filed written statement alongwith the entire enquiry proceedings. In the written statement it is pleaded that workman was guilty of serious acts of misconduct and charge sheet dated 6-1-1998 as per Bipartite Settlement was issued containing the charges in the charge sheet for different charges and the reply was found unsatisfactory and enquiry officer was appointed to enquire into the charges. The enquiry officer conducted the enquiry in accordance with the prescribed procedure adhering to the principle of natural justice and the workman was given full opportunity of defence. The punishment was imposed on the basis of charges proved and to the proportionate to the gravity of the misconduct and he was censured for coming late and for riotous disorderly indecent behaviour he was dismissed from service but he will be eligible to receive the terminal benefits as admissible to him. It is further submitted that the action of the disciplinary authority is fully legal and just and quite commensurate with the misconduct committed by the workman and the appeal was also rightly rejected by the appellate authority. It is further pleaded that the management has rightly

imposed the penalty of removal from service and the same is not harsh in view of the gravity of the charges and the workman is not entitled to any relief and the bank management prayed for the rejection of the reference.

4. The management placed on the record the entire enquiry proceedings which I have gone through with the active assistance of the learned counsels for both the parties. Arguments have been heard on the fairness and legality of the enquiry and enquiry report and on the point of quantum of punishment.

5. The learned counsel for the workman in all fairness to him has not argued on the fairness and conduct of the enquiry proceedings. It is admitted case of the parties that the workman was given full opportunity to cross-examine the witnesses of the management and to produce his own witnesses during the enquiry proceedings in his defence. He was given full opportunity to defend himself and it is argued by the learned counsel for the workman that the findings of the enquiry officer is not based on the evidence. It is vehemently argued that the enquiry officer has believed the version of the prosecution witnesses who were not eye witnesses to the incident but he ignored the statement of the eye witnesses produced by the workman in his defence. It is further argued that by this action of the enquiry officer, the enquiry officer has wrongly proved the charges. The learned counsel for the workman has further argued that the workman was working with the bank management as special assistant and have about 29 years of service with the bank and he has an unblemish record of service throughout and the charges of the management is concocted and the learned counsel also made submission that the punishment of removal from service is harsh punishment and also not commensurate to the alleged misconduct. He has prayed for the intervention of this Tribunal U/S 11-A of the I.D. Act 1947 in the matter of punishment and prayed that in view of his unblemish record of long service of about 29 years, the punishment of removal is harsh one.

6. On the other hand the learned counsel for the management has argued that the charges have been proved fully against the workman and enquiry was conducted in fair manner and the enquiry report is also based on the evidence recorded during the enquiry. It is further argued that punishment is also commensurate to the alleged misconduct which were serious in nature and the workman has been rightly punished for his misbehaviour of riotous and indecent nature.

7. I have gone through the entire enquiry file and also to the arguments advanced by the learned counsels for the parties. The workman is not disputing the conduct of the enquiry and it is there on the file that the enquiry was conducted in fair and legal manner adhering to the principle of natural justice. The workman was charge

sighted for coming late, and for his riotous and indecent behaviour and also for damaging the property of the bank. It is alleged that workman was coming late on the few dates and his leave was marked in the attendance register for which he was censured but the actual charge was that he created a scene by his indecent and riotous behaviour and he also torned out some papers lying on the seat of the branch manager Shri Talwar. It is not disputed that the workman has a long chequered career in the bank and he was working as special assistant in the branch. He already served the bank for long 29 years. In my considered opinion, the penalty imposed upon the workman for the above alleged misconducts are very disproportionate to the gravity of alleged misconduct and it is a fit case to invoke the provisions of Section 11-A of the I.D. Act 1947 in the matter of penalty of removal from service. As it is the solitary incident, it required some sympathetic consideration, thus, it is held that enquiry has been conducted in fair and proper manner and there is no infirmity in the enquiry. By exercising the powers conferred U/S 11-A of I.D. Act 1947, the punishment of dismissal/removal from service is substituted with the punishment of stoppage of four increments for one year to meet the ends of justice. The workman is ordered to be reinstated in service with backwages and other benefits. The punishment is substituted mentioned above. The reference is answered accordingly. Govt. be informed.

Chandigarh

27-3-2003

S.M. GOEL, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2003

का. आ. 1393.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिचर्डसन एंड क्रुडस लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, मुंबई नं. 1 के पंचाट (संदर्भ संख्या 45/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-04-2003 को प्राप्त हुआ था।

[सं. एल-42012/8/88-आई. आर. (विवाद)]

बी. एम. डेविड, अवरसचिव

New Delhi, the 16th April, 2003

S.O. 1393.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/98) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Richardson & Cruddas Ltd. and their workman, which was received by the Central Government on 10-04-2003.

[No. L-42012/8/88-I(B) (M)]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI****PRESENT:**

Shri Justice S.C. Pandey, Presiding Officer

REFERENCE NO. CGIT-45/1998**PARTIES:**Employers in relation to the management of
M/s. Richardson & Cruddas Ltd.

AND

Their Workman.

APPEARANCE:For the Management : Shri S.Z. Chowdhary,
Advocate.

For the Workman : Shri V.T. Mirajkar, Adv.

State : Maharashtra.

Mumbai dated the 31st day of March, 2003

AWARD

1. This is a reference made by the Central Government under Section 10(1)(d) read with Section 10 2(A) of the Industrial Disputes Act. The terms of the reference are as follows :

“Whether the action of the management of M/s. Richardson & Cruddas (1972) Ltd, Mumbai in not allowing to attend the duties to Shri G.S. Pandey, Machine Welder w.e.f. 24-12-1997 and not paying suspension allowance for the period from 14-10-1995 to 24-12-1997 is justifiable ? If not, to what relief the workman is entitled to ?”

2. The matter was argued for sometime on behalf of the workman. The parties, however, have concluded an amicable settlement. Today, a joint application has been filed on behalf of the parties requesting this tribunal to dispose of this reference in terms of the settlement.

3. After examining terms of settlement as requested by the counsel for parties, this tribunal comes to the conclusion the terms are valid and are in accordance with law. Accordingly this tribunal passes this award on the following terms of settlement :

(a) The workman shall be reinstated in the employment of the company with continuity of service in and from 31-3-2003 and shall be paid an amount of Rs. 3,15,000/- (Rupees Three lakhs fifteen thousand only) towards back wages for the period of suspension and/or unemployment on account of termination of services.

- (b) The agreed amount payable to the workman under the settlement is Rs. 3,15,000 (Rupees Three lakhs fifteen thousand only) shall be paid to the workman subject to various statutory deductions.
 - (c) The said amount of Rs. 3,15,000 (Rupees Three lakhs fifteen thousand only) shall include suspension allowance, back wages, bonus, leave wages and various other allowances etc. which the workman would have earned had he not been suspended and/or terminated.
 - (d) The workman agrees and undertakes that he shall not make any claim of whatsoever nature against the company in future including any claim in relation to the period of unemployment, on account of suspension and/or termination of his services forming subject matter of the above reference except what is agreed hereinabove.
 - (e) The workman agrees and undertakes that he shall submit his resignation before the end of working hours of 31-3-2003 under the prevailing Voluntary Retirement Scheme declared by the Company.
 - (f) The Company agrees and undertakes to accept the resignation of the workman under the prevailing Voluntary Retirement Scheme and relieve him from the end of working hours of 31-3-2003.
 - (g) The Company agrees and undertakes to pay to the workman the amounts payable under this settlement and the Voluntary Retirement Scheme at the time of payment of terminal dues to the other workmen retiring under the said Voluntary Retirement Scheme.
 - (h) In view of aforesaid terms and conditions, the parties to the reference shall pray the Hon'ble Central Government Industrial Tribunal No. 1 to dispose of the said reference in terms of this settlement.
4. Accordingly as prayed by the parties this reference is disposed by passing the award on aforesaid terms. No costs.

S.C. PANDEY. Presiding Officer

नई दिल्ली, 16 अप्रैल, 2003

का.आ. 1394.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ई.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 95/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/375/98-आई.आर. (सी. II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 16th April, 2003

S.O. 1394.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 95/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 10-04-2003

[No. L-22012/375/98-IR(C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

Shri Ramjee Pandey, Presiding Officer

Reference No. 95 OF 1999

PARTIES:

Agent, Bhanora Colliery, EC...Management

Vs.

Hari PrasadWorkman.

REPRESENTATION:

For the Management : Shri P.K. Das, Advocate.

For the Workman (Union) : Shri S.K. Pandey, Chief General Secretary of Koyala Mazdoor Congress, Asansol.

Industry : Coal State : West Bengal.

Dated the 24th January, 2003

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, Govt. of India through the Ministry of Labour vide its order No. L-22012/375/98-IR(CM-II) dated 7-7-99 has referred the following dispute for adjudication by this Tribunal :

“Whether the action of the management of Bhanora Colliery of M/s. ECL in not rectifying the year of birth in ‘B’ Form Register as 1944 instead of 1942 in respect of Sh. Hari Prasad is justifiable ? If not, to what relief the workmen concerned is entitled ?”

In response to the summons issued by the Tribunal both parties appeared through their respective representatives. Shri S.K. Pandey, Chief Genl. Secretary of Koyala Mazdoor Congress appeared for the union and Shri P.K. Das, Advocate appeared for the management. Both the parties filed their respective written statements and contested the dispute.

3. The case of the union (workman), in brief, is that the workman viz. Hari Prasad was appointed in the company as U/tman and at present he is posted at Bhanora Colliery under Sripur Area of ECL as Dhowrah Supervisor. The year of birth of the workman is 1944. The company issued an Identity Card which mentions the year of birth of workman as 1944. The company supplied Service Excerpt Format to the workman in 1987 in which also the year of birth is recorded as 1944. The Service Excerpt Format is the extract of ‘B’ Form, hence it is apparent that in ‘B’ Form also the year of birth is recorded as 1944. The school leaving certificate issued by Headmaster of Janta Uchcha Vidyalay, Aliganj, District Monghyr also disclosed the date of birth of workman as 31-12-1944. On 1-1-1995 the Election Commission issued an Identity Card in which the age of the workman has been assessed as 50 years which also corroborates the year of birth as 1944. After take-over of the company by the Government (Nationalisation) also the company issued another Identity Card which also discloses the year of birth of the workman as 1944. Further case of the workman is that the management got the year of birth of the workman in ‘B’ Form changed by cutting, overwriting and manipulating the same as 1942 with malafide intention without any basis. Although the workman took up this issue to management earlier and lastly on 12-10-1996 with the request to remove the anomaly and correct the year of birth as 1944 instead of 1942 but the management remained silent compelling the union to raise the dispute before ALC(C), Asansol but there also the management remained silent at the time of conciliation proceeding. It is contended by the union that actual year of birth of the workman is 1944 and the management may be directed to rectify and correct the same.

4. The case of the management, in brief, is that actual year of birth of the workman is 1942. Form ‘B’ Register of the colliery is a statutory document under the provisions of Mines, Act 1952, and year of birth of the workman has been recorded as 1942 in the Form ‘B’ Register which also contains the signature of the workman. In 1987 the company issued service excerpts form to the workman inviting objection, if any, but the workman did not raise any dispute and hence his subsequent objection can not be tenable. The management has denied all the facts and allegations made in the written statement of the union. Further case of the management is that actual year of birth of the workman is 1942 which is recorded in Form ‘B’ Register and the act of the management in not rectifying the same is legal and justified.

5. Both the parties have examined one witness each and also filed certain documents in support of their cases. The union has examined only one witness viz. the workman, Hari Prasad, who has supported his case made out in the written statement. As documentary evidence the union has produced xerox copies of Identity Card issued by the management of Bhanora Colliery in 1967, Identity Card issued by Coal Mines Authority Ltd. in 1982, school leaving certificate, Service Record Excerpts (SRE) which is extract of Form ‘B’ Register, Declaration in Form ‘A’ submitted to the office of Coal Mines Provident Funding 1996—duly

certified by the officer of the management and nomination form sent by management to CMPF in 1996. Genuiness of these documents have not been disputed by learned lawyer for the management.

6. The management has examined also only one witness viz. Shri Shyam Nandan, Sr. Personnel Manager of the colliery. As documentary evidence the management has produced xerox copy of relevant portion of Form 'B' Register.

7. Only point for consideration is as to whether 1944 is the actual year of birth of the workman or 1942 and as to whether the action of management in not rectifying the same is justified. In this regard learned lawyer for the management submitted that Form 'B' Register is a statutory document to prove the date of birth of an employee of the company and the 'B' Form Register proves the fact that the year of birth of the workman is 1942. On the other hand it was submitted on behalf of the union that all the documents filed on behalf of the union prove the fact that year of birth of the workman has been recorded in every document as 1944. He further submitted that the SRE suggests the fact that in Form 'B' Register also it was recorded as 1944. He drew my attention towards the entry in 'B' Form Register and submitted that year of birth has been manipulated by over writing.

8. In view of contrary submission I pursued the evidence on record including the documents of both the parties. After perusal of entry in 'B' Form Register I also find that entry of year of birth of the workman is different in mode of writing and the pen in comparison to other entries on the same documents which supports the submission on behalf of the union that the same has been manipulated. Further I find that all the documents filed by the union positively suggest that 1944 is the recorded year of birth of the workman. The SRE is the extract of 'B' Form Register which was sent to the workman by the management and this SRE also suggests that in 'B' Form also the year of birth was recorded as 1944 and this fact also suggests that the entry in this regard in 'B' Form has been tampered. The SRE and the Identity Card issued by the management is admission of the fact that actual date of birth (year) of the workman recorded is 1944.

9. In view of above discussion I am of definite opinion that the union has succeeded to prove that actual date of birth of the workman recorded as 1944 is correct. Accordingly I find and hold that 1944 is the correct recorded date of birth of the workman and the action of the management of Bhanora Colliery of M/s. E.C.Ltd. in not rectifying the same is not justified. Consequently the workman is entitled to get all the benefits to which he is entitled. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2003

का. आ. 1395.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय ई.सी. एल. प्रबंधतंत्र के

संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 89/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/348/98-आई. आर. (सी. II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 16th April, 2003

S.O. 1395.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 10-04-2003

[No. L-22012/348/98-IR(C-II)]

N.P.KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Shri Ramjee Pandey,
Presiding Office.

REFERENCE NO. 89 of 1999

PARTIES: General Manager, J.K. Ropeways, ECL.
Management

Vs.

Shri Hira Ahir ...Workman

REPRESENTATION:

For the Management : Shri P. K. Das, Advocate.

For the Union(Workman) : Shri S. K. Pandey, Chief General Secretary, Koyla Mazdoor Congress.

Industry : Coal. State : West Bengal.

Dated the 31st January, 2003

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, Govt. of India through the Ministry of Labour vide its Order No. L-22012/348/98/IR/(CM-II) dated 7-7-1999 has referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of J.K. Ropeways in dismissing Shri Hira Ahir is legal and Justified? If not, to what relief is the workman concerned entitled?"

2. In response to the summons issued by the Tribunal both parties appeared through their respective representatives. The management appeared through Shri P.K. Das, Advocate and the Union (Workman) appeared through Shri S.K. Pandey, Chief General Secretary of K.M.C. Both the parties filed their respective written statements and contested the dispute.

3. Facts of the case, in brief, are that the workman namely Shri Hira Ahir was appointed in the year 1980 and he was posted as B.M. H.A. at J. K. Ropeways of M/s. ECL. He was chargesheeted and after conducting domestic enquiry he was dismissed from service on ground of unauthorised absence from duty from 17-1-1991 to 22-7-1991. The union has challenged the order of dismissal.

4. The case of the union (workman), in brief, is that on account of prolonged sickness of his father the workman became absent from his duty during alleged period. He did not avoid to attend the duty deliberately. He had informed the management about the fault of his absence due to sickness of his father. When after death of his father the workman reported for his duty, he was not allowed rather he was chargesheeted and after conducting enquiry was dismissed from his service. The enquiry was conducted in haste and his confession about charges was extorted by the management after giving threats to him. Further case of the union is that punishment of dismissal from service is harsh and disproportionate to the nature of misconduct. No second show-cause notice was given to the workman before passing the order of dismissal. On the basis of above mentioned pleadings a prayer has been made to direct the management to reinstate the workman in service with back wages.

5. The case of the management, in brief, is that the workman became absent without leave or prior intimation to the management and the absence was unauthorised. Chargesheet was given to the workman but his reply was not satisfactory. Hence a domestic enquiry was conducted. The workman was given sufficient opportunity to defend himself but during enquiry he admitted his misconduct. No threat was given to the workman by the management and the allegation of the union in this regard is false and imaginary. After the enquiry report was submitted the charge against the workman was established and hence the workman was dismissed from service. The order of dismissal is legal and justified.

6. Although the union has alleged in written statement that the workman was threatened by the management and the enquiry was concluded in haste but during hearing on the point of fairness and validity of enquiry proceeding the representative of the union did not challenge the same and hence by order dated 26-2-2003 enquiry proceeding has been held to fair and valid.

7. First point for consideration is as to whether the charge against the workman has been established and the finding of enquiry officer is correct. It is admitted that the workman was absent from his duty from 17-1-1991 to 22-7-91. Only plea taken by the workman is that due to sickness of his father he became absent but during enquiry this fact has not been proved by the workman rather he has admitted his misconduct. In this view of the matter I find that charge of absence from 17-1-1991 to 22-7-1991 has been established and the finding of enquiry officer is correct in this regard.

8. Next point for consideration is as to whether punishment of dismissal from service is harsh and disproportionate to the nature of misconduct. In this regard learned lawyer for the management submitted that absence of workman is for more than six months which is an unauthorised absence putting the management in dislocation of work. He further submitted that in past also the workman had poor attendance and hence the punishment of dismissal is justified. On the other hand it was submitted on behalf of the workman that in past the workman was neither charged-sheeted nor punished for any type of misconduct and hence in certain compelling circumstances absence of the workman is not a gross misconduct attracting the highest punishment.

9. In view of contrary submissions I perused the enquiry report and the evidence during enquiry. It is admitted by learned lawyer for the management that the workman was neither charged-sheeted nor punished in past for absence or any type of misconduct. Although charge-sheet finds plea for allegation of habitual absenteeism but the period of absence has not been mentioned in the charge-sheet. No second show-cause notice was given to the workman which could disclose the intention of the competent authority to consider the past absence at the time of passing order of punishment and the workman remained unheard on allegation of past absence and hence that allegation can not be taken into consideration.

10. From above facts it is clear that only charge against the workman has been proved that he remained unauthorised absent for a period of six months. In my opinion also the misconduct is not gross to the effect that it will warrant highest punishment. Hence I find and hold that punishment of dismissal is harsh and disproportionate to the nature of misconduct. Hence the order of dismissal is set aside and the management is directed to reinstate the workman in service but in the facts and circumstances of the case, with 30% back wages. In the above manner the award is passed.

RAMJEE PANDEY Presiding Officer

नई दिल्ली, 16 अप्रैल, 2003

का. आ. 1396.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय ई.सी. एल. प्रबंधत्र के संबद्ध नियोजकों और उनके कार्यकार्यों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारा/क्षम न्यायालय आसनसोल (संदर्भ संख्या 18/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-04-2003 को प्राप्त हुआ था।

[सं० एल-22012/70/97-आई. आर. (सी. II)]

एन. पी. केशव, डैस्ट्रक्ट अधिकारी

New Delhi, the 16th April, 2003

S.O. 1396.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 10-04-2003.

[No. L-22012/70/97-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Shri Ramjee Pandey,
Presiding Officer.

REFERENCE NO. 18 of 1998

Parties :

Agent, Amritnagar Colliery, ECL ... Management
Vs.

Sh. Parmeshwar Hansda, U.G. Loader ... Workman

Representation :

For the Management : Shri P. Goswami, Advocate.

For the Union (Work) : Shri M. Mukherjee, Advocate

Industry : Coal. State : West Bengal.

Dated the 24th January, 2003

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947, Govt. of India through the Ministry of Labour vide its Order No. L-22012/70/97/IR/(CM-II)) dated 11-6-1998 has referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of Amritnagar Colliery under Kunustoria Area of ECL in dismissing Sh. Parmeshwar Hansda, U.G. Loader at Amritnagar Colliery on the charges of long unauthorised absence from duty is justified? If not, to what relief the concerned workman is entitled?"

2. In response to the summons issued by the Tribunal both parties appeared through their respective representatives. Shri P. Goswami, Advocate appeared for the management and Shri M. Mukherjee, Advocate, appeared for the union (workman). Both the parties filed their respective written statements and contested the dispute.

3. The facts of the case, in brief, are that the workman viz. Shri Parmeshwar Hansda was a permanent employee of M/s. E.C.L. and was posted at Amritnagar Colliery as U.G. Loader. He has been dismissed from service on the charge of unauthorised absent from duty from 14-6-93 to 8-2-1994 which is under challenge.

4. The case of the union (workman), in brief, is that the workman suddenly fell ill and was undergoing medical treatment which was beyond his control due to which he could not resume his duty during above mentioned period. No sooner the workman was declared fit by the doctor he reported for his duty on 1-4-1994 but the management did not allow him to resume the duty on the ground that he was charge-sheeted. Further case of that workman is that during early period of his illness he was taking kabiraj medicines but when his illness became serious he reported in his colliery hospital from where he was referred to Central Hospital, Kalla, where he got treatment. The workman submitted reply to the charge-sheet but the same was not considered. Further case of the union is that the workman was not given opportunity to defend himself during enquiry proceeding violating the principle of natural justice. The whole procedure and process was adopted by incompetent officer and hence the order of dismissal from service is illegal. The finding of Enquiry Officer is baseless and the defence taken by the workman was not considered. Hence the finding of the Enquiry Officer is against the materials on the record. The competent authority also did not consider the medical evidence given by the workman and passed the order of dismissal without application of mind. On the basis of above mentioned pleadings the union has prayed to direct the management to reinstate the workman in service with back wages.

5. The case of the management, in brief, is that the workman remained absent from his duty without leave or

prior intimation to any competent authority. The plea of illness taken by the workman is fake and fabricated. In past also attendance of workman was poor and he is a habitual absentee. The charge against the workman has been established during enquiry proceeding and the workman was given full opportunity and he also participated in enquiry. Further case of the management is that the competent authority found that charge against the workman was established during enquiry and considering the fact that workman was habitual absentee he was dismissed from service. The order of dismissal is legal and justified and hence the action of the management may be held to be proper and justified.

6. Although the union has pleaded in the written statement that the workman was not given opportunity to defend himself but at the time of hearing on the point of fairness and validity of enquiry proceeding, the union did not challenge the same rather admitted that the enquiry was conducted in presence of workman and learned lawyer for the union agreed to make submission on the basis of materials in enquiry and hence by order dated 29-4-2002 enquiry proceeding has been held to be valid and fair.

7. First point for consideration is as to whether the charge against the workman has been established and finding of Enquiry Officer is correct. It is admitted fact that the workman was absent from his duty from 14-6-1993 to 8-2-1994. Only plea taken by the workman in defence is that he was ill during that period due to which he could neither take leave nor gave prior intimation. Learned lawyer for the union submitted that although the workman has pleaded and proved during enquiry the fact that he was ill but the Enquiry Officer did not consider this aspect of the matter and has given a wrong finding. On the other hand, learned lawyer for the management submitted that medical certificate submitted by the workman covers the period only from 23-10-1993 to 8-2-1994 and document has been filed to prove his illness from 14-6-1993 to 22-10-1993 and the Enquiry Officer has correctly come to the finding that charge against the workman has been proved. I perused the enquiry report and the evidence collected during enquiry. During enquiry the workman has stated that he was seriously ill due to which he could not inform the management. He has produced the medical certificate showing that due to illness he was undergoing treatment in Central Hospital, Kalla, of the company. This fact has not been disbelieved by the Enquiry Officer. As regards the period from 14-6-1993 to 22-12-1993 he has stated that during this period he was taking medical treatment from Kabiraj. This fact has not been disbelieved by the Enquiry Officer. I find that Enquiry Officer has given the finding without discussing the evidence of workman and hence finding is not correct. I find that the workman had sufficient reason to be absent from 23-10-1993 to 8-2-1994. However I find that no medical evidence has been given to prove the

illness of workman from 14-6-1993 to 22-10-1993 and the charge of unauthorised absence of workman from 14-6-1993 to 22-10-1993 has been established.

8. Next point for consideration is as to whether the punishment of dismissal from service is shocking and disproportionate to the nature of misconduct. Learned lawyer for the management contended that the workman has absented himself for a long period putting the company to suffer in production and hence punishment of dismissal is justified. On the other hand learned lawyer for the union contended that only absence from 14-6-1993 to 22-10-1993 has no documentary support but this is not a gross misconduct warranting maximum punishment of dismissal from service.

After hearing both the parties in this regard and considering the materials on record I find that absence of workman from 14-6-1993 to 22-10-1993 has been explained by him with a plea that during this period also he was ill. Although the workman has not produced any document in support of his illness during this period but before the Enquiry Officer he has positively stated in his evidence that he was ill during this period also and he was getting medical treatment from Kabiraj. There is no evidence of the management in contrary to this plea of the workman. There is nothing on the record to show that in past any such misconduct was committed by the workman.

9. In the view of above discussion I am of opinion that the charge proved against the workman is not a gross misconduct warranting capital punishment of dismissal from service. A minor punishment could meet the ends of justice. In this view of the matter I find that punishment of dismissal from service is shocking and disproportionate to the nature of misconduct. Hence the order of dismissal is set aside and the management is directed to reinstate the workman in service. Although the management has neither pleaded nor proved that the workman was gainfully employed anywhere, but in the facts and circumstances of the case, the workman is entitled to only 40% of back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2003

का. आ. 1397.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई आई एस आर. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट (संदर्भ संख्या 10/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-04-2003 को प्राप्त हुआ था।

[सं० एल-42012/6/98-आई. आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 17th April, 2003

S.O. 1397.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2001) of the Central Government Industrial Tribunal-Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of I.I.H.R. and their workman, which was received by the Central Government on 17-04-2003.

[No. L-42012/6/98-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

“Shram Sadan”

III Main, III Cross, II Phase, Tumkur Road,
Yeshwanthpur, Bangalore

Dated 3rd April, 2003

PRESENT

Hon'ble Shri V. N. Kulkarni, B.Com., LL.B.

Presiding Officer
CGIT-cum-Labour Court,
Bangalore

C.R. No. 10/2001

I Party

Smt. K. Shashikala,
D/o M.S. Krishnarao,
Ex-Librarian (T-6)
1125/3, Bharti Rao
Road, Indiranagar,
Mysore-570 010

II Party

The Director General,
M/s. IIHR (CAR),
Hesaraghatta Lake Post,
Bangalore-560 089

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/6/98-IR (C-II) dated 15th January 2001 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Indian Institute of Horticultural Research, Bangalore in terminating the services of Smt. K. Shashikala, Ex. Librarian (T-6) is legal and justified? If not, to what

relief Smt. K. Shashikala is entitled?”

2. The First party was working with the Management. She was terminated and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the workman in brief is as follows:

5. The first party was selected and offered with the technical post of Librarian by a Memorandum dated 17th March 1992. She was appointed to the said post of Librarian on 6-4-1992 and she was required to work under Dr. K.C. Mohan, Officer-in-charge of the Library. She was terminated on 1-7-1996. She was doing the technical job of the Librarian continuously for the period from 6-4-1992 to 1-7-1996. The first party continued to associate and friendly with Smt. Shobha R. Kaveri as a responsible colleague and this was not liked by the management. The Second Party Management intensely issued memo making false allegation against her. She gave reply and requested the management to withdraw the same and that request was not considered. Again one more memo was issued saying that she did not turn up on 2-2-1993 despite being sent word through Shri K. S. Puttaswamy Gowda. The first party did not receive any message on 2-2-1993 though worked through out and the same she brought to the notice of her superior officer, by a letter dated 3-2-1993. The said letter was forwarded to the Senior Administrative Officer with a share that such messages should be routed through him. This irked the Senior Administrative Officer. The management refused to permit the first party to do Ph. D. and denied the opportunity to apply and join the Lecturer's post in the University of Mysore by a note dated 21st February 1994. It also extended the period of probation of the first party by a Memo dated 10-1-1995. The Second Party also divested the Dr. K.C. Mohan from the charge of the Library by an order dated 5-12-1995 as he was not ready to be a party to the grand design of the Senior Administrative Officer and the Director to tarnish the career of the first party as the said Officer's ego did not like the independent attitude of the first party. Both the officers tried their best to subjugate the young lady, the first party by all means. She was denied a number of higher qualifications. The management illegally terminated her. She approached the Director but nothing was done. The action of the management is malafide. It is unfair labour practice. The action of the management is not correct. The first party for these reasons and for some other reasons has prayed to pass award in her favour.

Against this the case of the management in brief is as under :—

7. The application filed by the workman is not maintainable. She was a Group B Officer under the Second party management and with the constitution of Central Administrative Tribunal, this tribunal has no jurisdiction.

First party was selected to the post of T-6 (Technical Officer)(Library) and she was posted to work in the Library Section at the Institute. As per the terms other appointment, it was a temporary with a probation period of two years initially and she worked only in the section with specific allocation of work and at no point of time she worked as a Librarian. The allegations made by her are not correct. Memos were issued based on facts. Granting of permission to an employee to take up higher studies is not a matter of right. Allegations made by the workman about Ph.D. degree course is not correct. The main contention of the management is that during the period of probation her work was not satisfactory and the departmental Chief after going through all available materials on record did not recommend her case for confirmation and therefore, as per rules she was found unfit to be retained in service. The termination is in accordance with the rules. She is governed under CCS (TS) Rules. Action of the Management is not malafide. As per the judgement of the Hon'ble Supreme Court of India in C.A. 503/1997 dated 31-1-2001 reported in 2001 LLR (560), "unless a stigma is cast, the termination of either a temporary or probationer should not be interfered with". Management for these reasons and for some other reasons has prayed to reject the reference.

8. It is seen from the records that the management examined one witness Mr. Dwarakanath, MW1 who is working as Assistant. He has given evidence stating that he has been working with the Management since last 25 years. He is aware of the facts of the case. He speaks about Ex. M-II and said that the workman applied for officer post, Library Department, and some other documents are also marked in his evidence. He further said that the appointment was temporary, and she was on 2 years probation period. He said that her performance was not satisfactory.

9. Against this workman got examined herself. She told that she was terminated on 1-7-1996 without following provisions of Industrial Dispute Act. No Domestic Enquiry was held against her. She was refused employment. She has also produced documents. She further said that she has been terminated alleging misconduct that she associated with Union activities and employees who were given charge sheet. All the allegations are not correct.

10. This is all the evidence adduced by the parties. Both the parties have given written arguments. Number of decisions are relied by the workman and the management. I have heard them in detail. I have carefully perused all the documents and decisions.

11. According to the management the probation period was not satisfactory and her appointment was temporary so she was terminated. In order to subsidies this management must adduce some evidence about her work.

12. At the outset I am of the opinion that there is no clear and cogent evidence to prove the same. MW1 has said in his cross examination that he also joined services as temporary on probation. When first party was working he was working as Upper Division Clerk and the first party was working in Library. He was in the Administrative Department in the pay scale of Rs. 1200/- and the first party was in the pay scale of Rs. 2200/. He admits in his cross examination that the first party was working in the higher pay scale than him. He said that he has no concern with Library Section at all and he has nothing to do with the Supervision of work of first party Section. He also says in his cross examination that he has not given any report about the work of the first party.

13. With this cross examination it is clear that absolutely there is no evidence to establish that the probationary period of the workman was not satisfactory. It is not known under whom she was working. Admittedly MW1 was not the person who had supervised her work and she has not worked under him. According to MW1 he had no supervision over the work of the first party Section. He has also not given any report. Absolutely there is no evidence on facts to prove that the Probationary Period was not satisfactory.

14. Management has relied the following decision, Rules and Bye Laws of IIHR :

- (1) Rules and Bye laws of IIHR
- (2) Rules 5 of Central Civil Services (Temporary Service) Rules, 1965.
- (3) Updating of Recruitment Rules..... at ICAR, HQ. ICAR-Research Institutes.
- (4) Endorsement of ICAR.
- (5) 2002 LLR 232 (The Div. Controller, KSRTC V/s C.R. Kuppalli and another).
- (6) AIR 2002 SC 23 (P.N. Verma V/s Sanjay Gandhi PGI of Medical Sciences & Another)
- (7) AIR 1998 SC. 327 (Life Insurance Corporation of India & another V/s Raghvendra Seshagiri Rao Kulkarni).
- (8) 1998 LLR 1167 (Birla VXL Ltd. V/s. State of Punjab and others).
- (9) AIR 2002 SC 300 (M/s Kalyani Sharp India Ltd V/s Labour Court And Others).
- (10) AIR 1997 SC 1855 (Physical Research Laboratory V/s K.G. Sharma).
- (11) 1999 (III) LLJ 1434 Supreme Court dated 3-9-97.

15. Admittedly in order to take the benefit of the rules, bye laws and the decision on facts it has to be

established that work of the first party was not satisfactory during her probation period. Unless on facts it is established I am of the opinion that the decisions relied by the management are not applicable to the facts of the present case because facts of the case on hand are quite different from the facts of the decisions relied by the management. Unless it is proved with clear and cogent evidence that the work of the first party was not satisfactory, termination is not proper. Evidence of MW1 will not help the management at all. In fact MW1 was working in the lower pay scale than the workman.

16. Of course it is true in the appointment order it is said that she will be working on probation of 2 years from the date of her appointment and failure to complete the period of probation to the satisfaction of the competent authority, will render her liable to be discharged from service. Absolutely there is no evidence of any officer of the management to speak and prove that the work of the first party was not satisfactory during the probationary period.

17. According to the management her probationary period was extended. Confidential report and memo is filed but this is not sufficient to say that the management has proved that the work of the first party is not satisfactory.

18. Through out the workman has said that it is a malafide intention and the officer has managed to issue memo. In the letter dated 12th February 1996 it is said that her probationary period was not satisfactory and the same was extended by one year with effect from 6-4-1994. There may be some evidence to establish that who assessed the work and gave report to the effect that the work is not satisfactory and again the probation period is extended. It is not explained as to why probation period was extended.

19. Considering all this I am of the opinion that the evidence of MW1 is not sufficient to prove that her work was not satisfactory. I am already held that MW1 has admitted in his evidence that he was not personally supervised the work of the first party.

20. The learned counsel appearing for the workman has relied the following decisions:

- (1) 1999(I) LLJ 1109
- (2) 1989-1991 VOL. II Full Bench Judgement of CAT
- (3) 1997 8 SCC 767
- (4) 1999 LAB IC I 125
- (5) 1990 LLR 81
- (6) ILR 2000 KAR 402
- (7) I 977(2) LLJ 225
- (8) 1981(2) LLJ 9
- (9) 1992 LAB IC 657
- (10) I 993(I) LLJ I 27

- (11) 1998(I) Kar L.J 332 (DB)=ILR 1998 KAR 172
- (12) 1999 LLR 917
- (13) 2000 LAB IC 1022=(2000)3 SCC 239
- (14) 1995(I) LLJ 51
- (15) 1984(I) LLJ 110
- (16) 1981(2) LLJ 70
- (17) 1979 2 SCC 80
- (18) 1978(I) LLJ 322=AIR 1978 SC 474

21. I have read them carefully. Keeping in mind the principles held in the above decisions I am of the opinion that on facts management has failed to prove that the work of the first party workman was unsatisfactory.

22. Considering all this I proceed to pass the following Order:

ORDER

The reference is allowed. The order of termination is set aside and the management is directed to reinstate the first party workman to her original post which she was holding on the date of termination with full back wages and continuity of service is granted. Accordingly reference is disposed of.

(Dictated to PA transcribed by her corrected and signed by me on 3rd April, 2003)

V.N. KULKARNI, Presiding Officer.

नई दिल्ली, 17 अप्रैल, 2003

का. आ. 1398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल इंश्यूरेन्स कॉरपोरेशन लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण, भीलवाड़ा के पंचाट (संदर्भ संख्या 20/99) को प्रकल्पित करती है, जो केन्द्रीय सरकार को 16-4-2003 को प्राप्त हुआ था।

[सं. एल-17012/31/98-आई. आर. (बी. II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 17th April, 2003

S.O. 1398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 20/99) of the Industrial Tribunal, Bhilwara (Rajasthan) as shown in the Annexure in the Industrial Dispute between the management of National Insurance Corporation Limited and their workmen, received by the Central Government on 16-04-2003.

[No. L-17012/31/98-IR (B-II)]

C. GANGADHARAN, Under Secy.

औद्योगिक न्यायाधिकरण, भीलवाड़ा (राज.)

औद्योगिक विवाद प्रकरण संख्या : 20/99

विवाद मध्य :

श्री गोपाल लाल पाराशर पुत्र श्री शांति लाल
काबरो का मोहल्ला, बड़ा मंदिर के पास,
भीलवाड़ा।

प्रार्थी/कामगार

एवं

शासा प्रबंधक, नेशनल इंश्योरेंस कार्पोरेशन लि.
खेतावत मार्केट, भीलवाड़ा।

विपक्षी/नियोजक

उपस्थित :

(श्री महेश चन्द्र पुरोहित, आर. एच. जे. एस., न्यायाधीश)

प्रार्थी की ओर से : श्री प्रभाष चौधरी, प्रतिनिधि।

विपक्षी की ओर से : श्री अजय मेहता, प्रतिनिधि।

पंचाट

दिनांक 1 नवम्बर 2002

भारत संस्कृत के श्रम मंत्रालय की अधिसूचना संख्या एल. 17012/31/98/आई आर (बी-II) दिनांक 31-३-९९ के द्वारा नियन्त्रित विवाद इस न्यायालय को न्याय निर्णयन के लिए प्रेषित किया गया :—

"Whether the action of the Management of National Insurance Company Ltd. in terminating the service of Sh. Gopal Lal Parasari, Ex. IVth Class employee with effect from 1-5-86 is legal and justified? If not what relief the concerned workman is entitled to?"

प्रार्थी कामगार की ओर से स्टेटमेंट आफ क्लेम प्रस्तुत कर प्रकट किया गया कि उसे सर्वप्रथम विपक्षी ने अक्टूबर 1984 को चतुर्थ श्रेणी कर्मचारी के पद पर नियोजित किया तथा अप्रैल 1986 तक नियमित नियोजन में रखते हुये कार्य कराया। 1-1-1986 से उसे कार्य पूर्व रूप से बंद कर दिया। उसने प्रत्येक कलेंडर वर्ष में 240 दिन से अधिक समय तक कार्य किया। इस दौरान उसने नियमित रूप से आफिस में पानी भरा, सफाई की, डाक वितरित की, रुपया बैंक में जमा कराने का काम किया, कार्यालय समय पूर्व कार्यालय खोलने का कार्यालय समय बाढ़ कार्यालय को बंद कर चाबी अधिकारी के यहां रखने का कार्य किया। उसे बिना किसी कारण, बिना जांच के सेवा पूर्थक किया गया। उसके बजाय विपक्षी ने दलेल सिंह, पृथ्वीराज को सेवा में रख रखा है तथा ये प्रार्थी से कनिष्ठ हैं। प्रार्थी कामगार ने समस्त वेतन, परिलाभों सहित पुनः पूर्व पद पर नियोजित करवाने की प्रार्थना की है।

विपक्षी नियोजक की ओर से स्टेटमेंट आफ क्लेम का जवाब प्रस्तुत कर प्रकट किया गया कि प्रार्थी एवं उत्तरदाता के मध्य कभी श्रमिक एवं नियोजक का संबंध नहीं रहा। प्रार्थी को पूर्णतः दैनिक वेतनभोगी श्रमिक के रूप में रखा था एवं उससे प्रतिदिन की दर से मुख्यतः पानी भरने के कार्य की एवज में भुगतान किया जाता रहा। प्रार्थी

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का कोई कार्य समय निर्धारित नहीं था। वह किसी के निर्देशों पर कार्य नहीं करता था। प्रार्थी ने किसी भी वर्ष में 240 दिन कार्य नहीं किया। अतः धारा 25(एफ) का उल्लंघन करना नहीं माना जा सकता है। प्रार्थी द्वारा आकस्मिक रूप से किये गये कार्य को एवज में उसे भुगतान उड़ाके द्वारा प्रस्तुत बिलों के आधार पर किया जाता था। प्रार्थी द्वारा विवाद उठाने में काफी विलम्ब किया गया है तथा विलम्ब का संतोषजनक कारण उहीं दर्शाया गया है। प्रार्थी अभी बेरोजगार नहीं है। प्रार्थी कामगार का स्टेटमेंट आफ क्लेम नियरस्त करने की प्रार्थना की गई।

प्रार्थी की ओर से गोपाल लाल का शपथपत्र प्रस्तुत किया गया जिसके खंडन में विपक्षी की ओर से सहा. भंडल प्रबंधक अमर चंद गांग का शपथपत्र प्रस्तुत किया गया। दोनों पक्षों द्वारा एक दूसरे के शपथपत्रों पर जिरह की गई।

दोनों पक्षों द्वारा लिखित बहस प्रस्तुत की गई। लिखित बहस की नकलें एक दूसरे को दिलवाई गई।

प्रार्थी की ओर से प्रार्थी गोपाल लाल का शपथपत्र पेश हुआ है जिसमें उसने बताया है कि दिनांक 1-10-1984 से 30-4-1986 तक उसने नियंत्रक कार्य किया है। प्रत्येक कलेंडर वर्ष में 240 दिन से अधिक दिन कार्य किया है। नियोजन के दौरान उसने नियमित रूप से कार्यालय में पानी भरने, सफाई करने, डाक वितरित करने, कार्यालय की प्रार्थी की रजिस्ट्री आदि करवाने का काम किया है। कार्यालय समय से कार्यालय को खेलने का कार्य होता था व कार्यालय समाप्ति पर शाम को कार्यालय बंद करने का कार्य किया व कार्यालय की चाबी अधिकारी के घर पहुंचाने ज्ञा कार्य भी किया। प्रार्थी को बिना किसी कारण सेवा पूर्थक किया गया है। सेवा पूर्थक करने से पूर्व एक माह का अग्रिम सूचना पत्र अथवा उसके एवज में एक माह की वेतन राशि अदा नहीं की है, न की अनियन्त्रित राशि अदा की है। अतः धारा 25(एफ) की पालना नहीं की गई है। अतः उसे बताया गया है कि प्रार्थी ने कभी नियंत्रक रूप से कार्य नहीं किया गया है। उसने किसी भी एक वर्ष में 240 दिन कार्य संपादित नहीं किया है। विवाद काफी समय बाद उठाया गया है।

यहां पर दस्तावेजात में प्रदर्श 1, 334 रु. 50 पैसे की रसीद, प्रदर्श 2 बोनस के बदले एक्सप्रेसियों का विवरण, प्रदर्श 3 कार्य दिवस का विवरण प्रदर्श डी. 1 से डी. 20 वाऊचर की फोटो प्रतिशां हैं।

यहां पर जहां तक प्रार्थी के द्वारा विपक्षी के यहां एक वर्ष में 240 दिन से अधिक कार्य करने का प्रश्न है, विपक्षी प्रतिनिधि का कथन है कि प्रार्थी ने उनके यहां किसी एक वर्ष में 240 दिन से अधिक कार्य नहीं किया है, जबकि यह भार प्रार्थी घर था कि प्रार्थी ने विपक्षी के यहां 240 दिन से अधिक कार्य किया है। अपनी कथन की पुष्टि में 2002 (93) एफ. एस. आर. पेज 179 दी रेंज फोरेस्ट ऑफिसर बनाम एस.टी. हट्टीमाली का बृद्धांत प्रस्तुत किया जिसमें यह निर्णय किया गया है कि एक वर्ष में 240 दिन सांचित करने का भार कामगार पर था। विपक्षी की ओर से 1994 एलएबी.आई.सी. पेज 1370 पाली सेंट्रल कॉ-ऑफरिटिव बैंक विरुद्ध सुनील कुमार शर्मा का दृष्टांत पेश किया

जिसमें यह अधिनिर्णित किया गया है कि अगर 240 दिन की सेवाएं लगातार नहीं हो व सेवा समाप्ति जुबानी की गई हो तो धारा 25(एफ) का उल्लंघन नहीं माना जा सकता। इसके खंडन में प्रार्थी प्रतिनिधि का कथन है कि प्रार्थी ने एक वर्ष में विपक्षी के यहां 240 दिन से अधिक काम नहीं किया है। 2001-1 एल.एल.जे. पेज 1162 म्यूनिसिपल कार्पोरेशन, कोटा बनाम रामचन्द्र का दृष्टांत पेश किया गया जिसमें बताया गया है कि अब कामगार की छंटनी करने के पूर्व धारा 25(एफ) की पालना करना आवश्यक है। 2000-1 एल.एल.जे. पेज 614 मैनेजमेंट आफ होल्टीकलचर डिपार्टमेंट आफ देहली एडमिनिस्ट्रेशन विरुद्ध त्रिलोक चंद का दृष्टांत पेश किया जिसमें यह अधिनिर्णित किया गया है कि दैनिक वेतनभोगी ने 240 दिन लगातार कार्य किया है तो धारा 25(एफ) औद्योगिक विवाद अधि. लागू होता है। 1990 एलएबी.आई.सी.पेज 1451 यशवंत सिंह विरुद्ध स्टेट आफ राज. पेश किया गया जिसमें बताया गया कि अंशकालीन कामगार भी कामगार की परिभाषा में आता है। यहां पर कामगार गोपाल लाल का शपथपत्र है कि उसने एक वर्ष में 240 दिन से अधिक कार्य किया है। पानी भरना, सफाई करना, डाक वितरित करना, पत्रादि की रजिस्ट्री करना, कार्यालय खोलना, बंद करना आदि का पूरे समय में कार्य किया है। उसका प्रतिपरीक्षा में भी कथन है कि वह 9 से 5 तक कार्य करता था। विपक्षी की ओर से श्री अमरचंद गार्ग का मात्र यह कथन है कि विपक्षी ने एक वर्ष में 240 दिन कार्य नहीं किया है, परंतु उसकी प्रतिपरीक्षा से जाहिर है कि यह सही है कि माह अक्टूबर 1984 से अप्रैल 1986 तक वह लगातार कार्य करता था। प्रदर्श पी. 2 में मई 1985 से सितम्बर 1985 तक का वाऊचर दर्ज नहीं है। काम का समय 10 से 5 का रहता है। प्रदर्श 3 के दिन प्रदर्श 2 में नहीं जोड़े गये हैं। प्रदर्श 3 के कुल दिन 161 हैं जो प्रदर्श 2 में नहीं जोड़े गये हैं। अप्रैल 1986 से मई 1986 के बीच 12 महीनों के 286 कार्य दिवस श्रमिक के हुए जिसमें रविवारीय व अवकाश नहीं जोड़े आज खुद कहा कि श्रमिक के 286 दिन नहीं हुए थे। प्रदर्श 2 व 3 के सन् 1985 के अगर कार्य दिवस जोड़े जाते हैं तो ये 240 दिन से अधिक होते हैं। अतः स्पष्ट है कि प्रार्थी श्रमिक ने विपक्षी के एक वर्ष में 240 दिन से अधिक कार्य किया है। प्रार्थी ने यह भी जाहिर किया कि उसने 9 से 5 बजे तक कार्य किया है। उसकी प्रतिपरीक्षा से ऐसा कोई तथ्य नहीं आया है कि यह माना जाये कि प्रार्थी ने 9 से 5 बजे तक कार्य नहीं किया हो। अतः प्रार्थी के द्वारा पूर्णकालीन रूप से एक वर्ष में 240 दिन से अधिक कार्य करना साबित माना जाता है। Matter is in Regional language.

विपक्षी प्रतिनिधि का कथन है कि प्रार्थी ने विवाद काफी विलम्ब से उठाया है। अतः पोषणीय नहीं है। वह कोई राहत पाने का अधिकारी नहीं है। इसके बारे में 2002(93) एफ.एल.आर. पेज 82 डिवीजनल फोरेस्ट आफिसर बनाम रघुवर का दृष्टांत प्रस्तुत किया गया इसके खंडन में प्रार्थी प्रतिनिधि का कथन है कि न्यायालय यदि विवाद उठाने में देरी समझती है तो गत वेतन वर्गेरा नहीं दिलाये जा सकते। अपने कथन की पुष्टि में 1999 एलएबी.आई.सी. पेज 1435 अजब सिंह विरुद्ध दी. सरहिंद को-ऑपरेटिव मार्केटिंग का दृष्टांत प्रस्तुत किया गया। इसमें बताया गया कि विवाद 7 वर्ष बाद उठाया गया था। श्रम न्यायालय के समक्ष देरी का प्रश्न नहीं उठाया गया था। अतः कामगार की सेवाएं निरंतर मानी जाकर उसका विवाद उठाने से लेकर पंचाट पारित करने

तक की अवधि के पिछले वेतन लाभों के रूप में 60% ही दिलाये गये थे। इसके विपरीत विपक्षी के द्वारा प्रस्तुत दृष्टांत डिवीजनल फोरेस्ट आफिसर विरुद्ध रघुवीर सिंह के दृष्टांत में दैनिक वेतनभोगी श्रमिक के द्वारा 295 दिन कार्य किया गया था परंतु 8 वर्ष की अवधि के द्वारा दीरी होने के कारण श्रम न्यायालय का पुनः सेवा में लिये जाने का आदेश अपास्त किया गया था। प्रार्थी के द्वारा प्रस्तुत दृष्टांत अजब सिंह का भी इस दृष्टांत में हवाला दिया गया है। यहां अब यह देखना है कि क्या यहां देरी का बिन्दू उठाया गया है अथवा नहीं?

प्रार्थी ने अपने वलेम में देरी के बारे में कुछ भी नहीं कहा है। विपक्ष ने जवाब में बताया है कि प्रार्थी ने काफी लम्बे अन्तराल से विवाद उठाया है। जानबूझकर विवाद को उठाने में विलम्ब किया गया है। मामला अक्टूबर 1984 से अप्रैल 1986 के मध्य का है। यहां पर जो रेफ्रेन्स हुआ है मह 31-3-1999 का है। प्रार्थी ने अपने शपथपत्र में देरी के बारे में कुछ नहीं कहा है। इसके विपरीत विपक्षी के शपथपत्र से जाहिर है कि कथित विवाद माननीय श्रमशक्ती अधिकारी के समक्ष उठाया गया है। वह काफी लम्बे अन्तराल से उठाया गया है जिसका कोई समुचित कारण प्रार्थी द्वारा एवं विवाद प्रेषित करते समय केन्द्र सरकार द्वारा जाहिर नहीं किया गया है। प्रार्थी द्वारा जानबूझकर कथित विवाद को उठाने में विलम्ब किया गया है। अतः स्पष्ट है कि करीब 13 वर्ष बाद रेफ्रेन्स हुआ है। प्रार्थी के द्वारा देरी का कताई कोई कारण नहीं बताया गया है। अजब सिंह के मामले में श्रम न्यायालय के समक्ष देरी का बिन्दू नहीं उठाया गया था परंतु यहां पर देरी का बिन्दू उठाया गया है। डिवीजनल फोरेस्ट आफिसर विरुद्ध रघुवीर के प्रकरण में यही अधिनिर्णित किया गया है कि अजब सिंह के मामले में देरी का बिन्दू नहीं उठाया गया था। अतः वह अक्टूबर अजब सिंह के प्रकरण से भिन्न माना जाकर श्रम न्यायालय द्वारा पारित पंचाट निरस्त किया गया। यहां पर भी प्रार्थी के द्वारा कताई देरी के बिन्दू को वर्णित नहीं किया गया है। विपक्षी के द्वारा इस बिन्दू को गंभीर रूप से लिया गया है। डिवीजनल फोरेस्ट आफिसर विरुद्ध रघुवीर सिंह में भी श्रमिक द्वारा 295 दिन काम करना मानते हुए भी 8 वर्ष की अवधि देरी मान कर श्रम न्यायालय द्वारा पारित पंचाट अपास्त किया गया था। इन सभी बिन्दुओं को ध्यान में रखते हुए 8 वर्ष की देरी अवर्णित मानते हुए कामगार को पुनः सेवा पर नियोजित करने का आदेश अपास्त किया गया है। यहां पर भी करीब 13 वर्ष बाद में रेफ्रेन्स प्राप्त हुआ है। प्रार्थी के द्वारा देरी का कोई कारण वर्णित नहीं किया गया है, जबकि विपक्षी द्वारा इसे गंभीर रूप से लिया गया है। अतः उक्त विवेचन के आधार पर प्रार्थी कोई राहत पाने का अधिकारी नहीं है।

अतः प्रासंगिक विवाद का उत्तर इस प्रकार दिया जाता है कि :

The action of the Management of National Insurance Company Ltd., in terminating the service of Sh. Gopal Lal Parasur, Ex. IVth class employees with effect from 1-5-86 is not legal and justified. Workman raised the dispute after an inordinate delay, hence; not entitled to any relief.

पंचाट की प्रति भारत सरकार को भेजी जाये।

महेशचन्द्र पुरोहित, न्यायाधीश

नई दिल्ली, 17 अप्रैल, 2003

का. आ. 1399.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 124/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2003 को प्राप्त हुआ था।

[सं. एल-11012/102/98-आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th April, 2003

S.O. 1399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/2001) of the Central Government Industrial Tribunal, Chennai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 17-4-2003.

[No. L-11012/102/98-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 8th April, 2003

PRESENT: K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 124/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 89/99)

(In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri N. K. Arunachalam and the Management of Air India, Chennai).

BETWEEN

Sri N. K. Arunachalam : I Party/Workman
AND
The Management of Air India, AIT, Chennai : II Party/Management

APPEARANCE:

For the Workman	: M/s. S. Senthilnathan, M. Christopher and S. Shanmugasundaram, Advocates
For the Management	: M/s. Aiyer & Dolia, N. Krishnakumar, J. Shanker, Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/102/98/IR(C-I) dated 17-5-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 89/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 124/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 1-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement of the I Party/Workman was filed earlier before the Tamil Nadu State Industrial Tribunal. When the matter was pending before that Tribunal for adjudication and the Counter Statement of the II Party/Management was filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Counter Statement, Counter Statement, the Documentary evidence let in on either side, the other material papers on record and this matter having stood over till this date for consideration, this Tribunal has passed on merits, the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the management of Air India is justified in dismissing Shri N. K. Arunachalam, Casual worker from the services of the company from 6-6-97 and if not, to what relief the workman is entitled to ?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri N. K. Arunachalam (hereinafter referred to as Petitioner) are briefly as follows :—

The Petitioner joined the services under Air India in the year 1990. He was employed as Casual Labourer since then. His last drawn wages were Rs. 975/- per month. He was discharging his duties sincerely and diligently. The Petitioner was issued a memo dated 20-12-93 alleging a charge of dishonesty in connection with the employer's business. The Petitioner replied the said memo denying the charges. A domestic enquiry was conducted by the II Party/Management to enquire into the alleged misconduct mentioned in the charge memo. Based on the findings of

the Enquiry Officer, the II Party/Management by an order dated 6-6-97 terminated the Petitioner from service. Against that order of termination, the Petitioner raised an industrial dispute before the Labour Commissioner, Central, Chennai for conciliation. The conciliation proceedings ended in a failure. On submission of failure of conciliation report by the Labour Commissioner, the Govt. was pleased to refer this matter to this Tribunal as an industrial dispute for adjudication. It is alleged in the charge memo dated 22-12-93 that on 2nd May, 1991 at about 10.00 hours while the Petitioner was on duty Mr. Oggu Peter Bose, Security Guard, Air India noticed the Petitioner and Mr. Venugopal another Casual Labour moving in a suspicious manner while off loading the imported cargo from the flight IA-195. Subsequently Mr. Chellappan, shift in-charge Security and Mr. Oggu Peter Bose entered the aircraft and noticed the Petitioner and Mr. Venugopal pilfering some items from a small cargo box which was a part of import cargo. Immediately, both the Petitioner and Mr. Venugopal were brought down from the aircraft and a personal search was conducted on the Petitioner and Venugopal. In that search, it was found that the Petitioner was in possession of 27 pieces of ICS with different making concealed in the kerchief and kept in the right side pant pocket. On further enquiry the Petitioner has stated that the ICS were pilfered by Mr. Venugopal and subsequently handed over to him for safe custody. The panchnama was drawn subsequently on the seizure of pilfered property and that the Petitioner had also confessed having jointly committed the pilferage of the ICS for personal monetary gain, during subsequent enquiries conducted by the security personnel. It is further alleged that the said act on the part of the Petitioner would constitute misconduct under section 14(3)(b) of the Model Standing Orders applicable to the Petitioner. In the meanwhile, criminal prosecution was also initiated by the II Party/Management. A case was filed as C.C.No. 1328/1991 on the file of Judicial Magistrate, Saidapet. In the criminal case, the learned Judicial Magistrate held that the charges framed under section 381 of IPC was not proved beyond all reasonable doubts and acquitted the Petitioner. The judgment was delivered on 17-11-94. Till such time, the Respondent/Management the II Party/Management did not frame any charges. The Petitioner was not suspended. He was not permitted to work at the same time. He was directed to face the prosecution. Even after the acquittal by the Criminal Court, the II Party/Management did not come forward to give employment to the Petitioner. On the other hand, the charge memo was issued. The Petitioner sent a letter to the II Party/Management to drop the domestic enquiry in view of the acquittal by the criminal court. The II Party/Management conducted domestic enquiry. The Petitioner was assisted by a co-employee in the domestic enquiry. The Petitioner raised a preliminary issue in the domestic enquiry to that effect, whether the enquiry was conducted in accordance with rules of the Airport applicable to workers or on the basis of any certified

standing order. The Enquiry Officer did not give any satisfactory reply. The Petitioner was informed that the enquiry was conducted following model standing orders. The copy of the model standing order was also not furnished to the Petitioner. Thus, the II Party/Management and the Enquiry Officer were not definite about the rules and regulation application to the Petitioner in respect of the charges. Since reasonable opportunity was denied, the Petitioner did not participate in the domestic enquiry. He was set ex parte in the domestic enquiry and the Enquiry Officer submitted a report holding that the Petitioner is guilty of charges framed against him. On the strength of the report of the Enquiry Officer the services of the Petitioner were terminated by an order dated 6-6-97. The II Party/Management issued show cause notice and even before the Petitioner would submit his explanation, his services were terminated. The order of termination is illegal and unjustified and contrary to the principles of natural justice. The Petitioner was deprived of an opportunity to participate in the enquiry. The failure to furnish the copy of rules applicable forced the Petitioner to leave the enquiry. The dismissal of the Petitioner from service on the basis of the defective enquiry is not sustainable in law. The Petitioner has been acquitted in respect of similar and identical charges by the criminal court holding that the prosecution has not proved the charges beyond all reasonable doubts. It is an acquittal on merits. Therefore, the II Party/Management should have followed the criminal court verdict and accordingly, the Petitioner should have been reinstated. The occurrence took place in 1991 and the II Party/Management framed the charges after two years. The charge is belated and hence it is unsustainable in the eye of law. The past conduct of the Petitioner has not been considered by the II Party/Management before imposing the capital punishment of dismissal from service. The Petitioner was not given opportunity to submit his explanation to the 2nd show cause notice. The Petitioner has written to II Party/Management on 27-6-97 requesting the II Party/Management to reinstate him in service with all benefits. He also made several representations, thereafter in person. Hence, it is prayed that this Hon'ble Court may be pleased to pass an Award holding the termination order dated 6-6-97 passed by the II Party/Management is unjustified and direct the II Party/Management to reinstate the Petitioner with continuity of service, full back wages and all other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management Air India, AIT, Chennai, (hereinafter referred to as Respondent) are briefly as follows:—

The Petitioner was engaged as a Casual Labour in Air India and continued to work as such till 1990. When he was interviewed for appointment in unskilled category. He was also subjected to pre-employment medical examination to assess his medical fitness for the said category. He

continued to work as such till 2nd May, 1991, when he was apprehended for pilferage of integrated circuits from the cargo consignment at Cargo Warehouse, Chennai Airport. Police authorities arrested the Petitioner and a criminal case was filed against him. A panchnama was drawn subsequently on the seizure of pilfered property. The management of Air India has also chargesheeted the Petitioner under clause 14 (3)(b) of Model Standing Orders on 20-12-93. An enquiry committee was constituted vide Management's letter dated 8-8-94 and the Petitioner was informed about the same and was asked to attend the enquiry. The Petitioner participated in the enquiry at the initial stage, but subsequently refused to participate in the domestic enquiry, in spite of repeated chances given to him and hence, the enquiry was conducted ex-parte. Enquiry Committee submitted its report on 16-4-96 to the management of Air India. After going through the findings and the enquiry proceedings the competent authority concurred with the report of enquiry committee and issued 2nd show cause notice dated 17-4-1997 to the Petitioner. By a letter dated 22-5-97, the Petitioner requested 15 days time to submit his reply. As no reply was received even after 15 days, the authority passed on order of dismissal dated 6-6-97 which is also acknowledged by the Petitioner. Since the Petitioner was arrested by police authorities, his identity card was withdrawn by them and from the date of his arrest i.e., on 2-5-91 he did not come to his job with Air India. As such the contention of the Petitioner that the termination of his services is illegal is not tenable. The Hon'ble Judicial Magistrate acquitted the Petitioner on the ground that the evidences let in by the prosecution were not satisfactory and hence found the petitioner accused not guilty. The departmental proceedings are independent of criminal proceedings. The enquiry committee conducted the enquiry following the principles of natural justice. It probed the document submitted before it and finally submitted its findings stating that the charge levelled against the Petitioner has been proved. The model standing orders (Central) has been applied to the Petitioner, since the standing orders of Air India was pending with Chief Labour Commissioner for certification and hence, the provisions of model standing orders were applied to him and when the defence counsel of the Petitioner in the enquiry proceedings questioned the applicability of the same he was advised that the competent authority who had issued the chargesheet to the Petitioner has constituted an enquiry committee and would proceed further. When the defence counsel refused to take part in the enquiry proceedings, as he was not convinced with the reply by the Enquiry Committee regarding the applicability of the model stading orders (Central) and the legality of the constitution of the Enquiry Committee, he was informed that in respect of the Petitioner not participating in the enquiry proceedings the same would be conducted ex-parte. Even after repeated charges were given to the Petitioner he had not attended the enquiry proceedings

and hence the enquiry was conducted ex-parte. The competent authority has dismissed him from the services of Air India based on the findings of the Enquiry Committee which conducted its proceedings in accordance with the provisions of Model Standing Orders (Central). If this Hon'ble Tribunal comes to a conclusion that there is not fair and proper enquiry, then the Respondent may be allowed to let in evidence before this Tribunal to prove the charges. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner with cost.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. 6 documents on the side of the I Party/Workman and 16 documents on the side of the II Party/Management have been marked by consent of the counsel on either side as Ex. W1 to W6 and M1 to M16 respectively. In spite of sufficient opportunity was given, the learned counsel on either side neither advanced their oral arguments nor filed their written arguments. Then orders were reserved for passing an Award on merits, with the availbale materials and records.

5. The point for my consideration is —

“Whether the management of Air India is justified in dismissing Shri N.K. Arunachalam, casual worker from the services of the company from 6-6-97 and if not, to what relief the workman is entitled to?”

Point :—

This Industrial dispute has been raised by the Petitioner/Workman Sri N.K. Arunachalam, challenging the action of the Respondent/Management, Air India, in dismissing him from servcie as unjustified. It is admitted that the Petitioner was issued a charge memo dated 20-12-93 by the II Party/Management for an alleged misconduct committed by the Petitioner alongwith another Casual Labour Mr. Venugopal. The xerox copy of the charge memo is Ex.M2. It is also admitted that a criminal complaint was given to police regarding theft of 27 pieces of integrated circuits from the cargo consignment at Cargo Warehouse, Chennai Airport and on that basis a case was registered by the Meenambakkam police, the Petitioner was arrested by police authorities and after investigation, a criminal case as C.C.No.1328/91 has been filed in the Judicial Magistrate Court, Saidapet. Ex. M1 is the zeroz copy of the police complaint given to Meenambakkam police by the Senior Security Assistant of Chennai Airport. Earlier for the letter given by the Petitioner requesting the Respondent/Management to regularise his service, the HRD department of the Respondent/Management gave a letter dated 18-6-90 to the Petitioner directing him to fill up the enclosed blank form and submit the same with the xerox copy of the required documents mentioned therein. The xerox copy of that letter dated 18-6-90 is Ex.W1. In

pursuance of the application submitted by the Petitioner, the HRD department of Respondent/Management sent a letter to the Petitioner dated 14-8-90 directing him to attend the interview. The xerox copy of that letter is Ex.W2. Subsequent to the interview, the Respondent/Management HRD department sent a letter dated 14-3-91 to the Petitioner directing him to attend the medical examination to ascertain his physical fitness. The xerox copy of that letter is Ex.W3. It is also admitted that the Petitioner has been acquitted by the learned Judicial Magistrate in the criminal case filed against him by the police on the ground that the charges have not been proved beyond reasonable doubts and the judgement was delivered on 17-11-94. Even prior to the judgement of criminal court, the II Party/Management has initiated the domestic enquiry and a charge sheet under Ex.M2 was issued to the Petitioner for the alleged misconduct of the Petitioner along with another Casual Labour Mr. Venugopal pilferage of 27 pieces of integrated circuits from the cargo consignment at cargo warehouse at Chennai Airport on 2-5-1991. For that the Petitioner has submitted a letter dated 4-1-94 requesting the II Party/Management to furnish him the statements recorded during the enquiry as mentioned in the charge memo. The xerox copy of the letter is Ex. M3. In response to that letter of the Petitioner, the II Party/Management sent a letter dated 31-3-94 enclosing the photocopies of the documents, as requested by Petitioner in his letter under Ex. M3. The xerox copy of the letter dated 31-3-94 is Ex. M4. The Petitioner has sent his explanation to the charge memo and the same was received by the Respondent/Management on 22-4-94. The xerox copy of that explanation is Ex. M5. Not satisfying with the explanation given by the Petitioner to the charge memo, the Respondent/Management has initiated a domestic enquiry against the Petitioner to enquire into the charges levelled against him and appointed an Enquiry Committee. The same was informed by a letter dated 8-8-94 by the Respondent/Management to the Petitioner. The xerox copy of that letter is Ex. M6. The Enquiry Committee fixed a date of hearing to enquire into the charges levelled against him and informed the same by a letter. The xerox copy of that letter is Ex. M7 and the Enquiry Committee has conducted the enquiry and the Petitioner as charge sheeted employee, has taken part in that enquiry dated 13-12-94. The xerox copy of the proceedings of the enquiry dated 13-12-94, 15-12-94, 19-12-94 are Ex. M8. It is admitted that the Petitioner charge sheeted employee attended the enquiry conducted on 13-12-94 and 15-12-94 with his defence counsel Sri A.R. Balasubramaniam. It is seen from enquiry proceedings Ex. M8 for the hearing on 15-12-94 the Stores Supervisor, Air India, Madras Airport, who attended the enquiry as defence counsel sought a clarification from the Enquiry Committee as to whether a casual employee is covered by model standing order. Not satisfying with the explanation given by the Enquiry Committee, the defence counsel and the charge sheeted employee informed the Enquiry Committee that they will

not be attending the enquiry proceedings and the Enquiry Committee in turn had informed them that the Enquiry Committee will further conduct the proceedings as per the provisions of model standing order ex-parte in the absence of participation of the defence counsel and the employee charged. So the Enquiry Committee has subsequently conducted the enquiry ex-parte and submitted its findings that the charges levelled against the Petitioner charge sheeted employee has been proved. The xerox copy of the findings of the Enquiry Committee is Ex. M10. Then a letter dated 16-4-96 was sent by II Party/Management to Petitioner enclosing copy of the report of the Enquiry Committee with a direction to the Petitioner to submit his comments as to why the report of the Enquiry Committee should not be accepted. The xerox copy of that letter dated 16-4-96 is Ex. M 9. No reply has been given by the Petitioner to Ex.M 9 letter as his comments to the report of the Enquiry Committee. Then the Disciplinary Authority after having gone through the proceedings of the Enquiry Committee, the report and findings of the Enquiry Committee, concurred with the findings of the Enquiry Committee and sent a letter dated 17-4-97 to the Petitioner mentioning the proposed punishment of dismissing him from service with a direction to the Petitioner to show cause by his reply within three days as to why the punishment proposed should not be awarded to him. The xerox copy of the 2nd show cause notice dated 17-4-97 is Ex. M11. Ex. M12 is the xerox copy of the postal acknowledgement of the Petitioner for having received the 2nd show cause notice. Prior to that the Enquiry Committee has sent a copy of the proceedings turned ex-parte on 19-12-94 to the Petitioner with the covering letter by registered post. The xerox copy of the said covering letter of the proceedings dated 19-12-94 for the proceedings is Ex. M13. Ex. M14 is the xerox copy of the postal acknowledgement of the Petitioner for having received that covering letter with the day's proceedings of the enquiry. Ex. M15 is the xerox copy of the final order passed by the Airport Manager on 6-6-97 dismissing the Petitioner from service.

6. It is the contention of the Petitioner that he was deprived of an opportunity to participate in the enquiry and the failure to furnish the copy of the rules applicable forced the Petitioner to leave the enquiry and that the Criminal Court for the similar and identical charges has acquitted the Petitioner holding that the prosecution has not proved the charges beyond all reasonable doubts. Hence, the Respondent/Management should have followed the criminal court verdict and the Petitioner should have been reinstated. It is seen from the enquiry proceedings that sufficient opportunity has been given to the charge sheeted employee, the Petitioner herein, and he had also participated, in the enquiry with his defence counsel but, subsequently, refused to participate in the domestic enquiry, in spite of repeated chance given to him. So, the Enquiry Committee had to conduct the enquiry ex-parte.

The enquiry proceedings were also sent to the Petitioner then and there by the Enquiry Committee by registered post and the same has been received by the Petitioner. Hence, it cannot be said that the Petitioner has been deprived of an opportunity to participate in the enquiry. It is only the Petitioner who have taken a decision not to participate in the domestic enquiry on the ground that the Model Standing Order may not be applicable to him. It is the definite contention of the Respondent/Management in their Counter Statement that the Model Standing Order (Central) has been applied to the Petitioner since the Standing Orders of Air India was pending with Chief Labour Commissioner (Conciliation) then for certification and hence the provision of Model Standing Order were applied to him. This contention of the Respondent/Management has not been disputed by the Petitioner/Workman as incorrect. It is also seen from the enquiry proceedings that when the defence counsel of the Petitioner questioned the applicability of the same before the Enquiry Committee, the Enquiry Committee has informed the defence counsel that the competent authority, who has issued the charge sheet to the Petitioner has constituted an Enquiry Committee and hence, the validity of the domestic enquiry cannot be questioned. It is not the case of the Petitioner at the time when he participated in the domestic enquiry and also in his Claim Statement that the person who issued him the charge memo under Ex. M 2 is not the competent authority to issue him the charge memo and he is not competent to constitute that Enquiry Committee to enquire into the charges levelled against him. Furthermore, it is not their contention either before the Enquiry Committee in the domestic enquiry or in the Claim Statement that the Model Standing Order (Central) is not applicable to the Petitioner to proceed against him for the alleged misconduct committed by him as mentioned in the charge memo Ex. M 2, when especially, the Standing Order's of Air India was pending with the Chief Labour Commissioner for certification. A perusal of the enquiry proceedings and the report of the Enquiry Committee clearly shows that the Enquiry Committee had conducted the enquiry following the principles of natural justice and the Petitioner was given sufficient opportunity to take part in the domestic enquiry before the Enquiry Committee to put forth his defence effectively with the assistance of a defence counsel. For the reasons best known to him, he has abstained from attending the domestic enquiry before the Enquiry Committee. It is seen from the Enquiry Committee's proceedings and reports that the Enquiry Committee had probed into the matter in detail by considering the documents submitted before it and had come to a conclusion that the charge levelled against the Petitioner has been proved. It is also not the case of the Petitioner that it is a perverse finding of the Enquiry Committee without any evidence as basis. The criminal court has acquitted the Petitioner on the ground that the charges have not been proved beyond all reasonable doubt by the

prosecution. It is not contended by the Petitioner that the Hon'ble Judicial Magistrate while acquitting him in that criminal case has given a finding that the Petitioner accused in the criminal case has not committed the offence levelled against him in the charge sheet. Furthermore, as submitted by the Respondent/Management in their Counter Statement that the departmental proceedings are independent of criminal proceedings. The standard of proof required in a domestic enquiry is not proving the charges beyond all reasonable doubt but preponderance of probability is sufficient. On the basis of the materials placed before the Enquiry Committee, as evidenced by the management the Enquiry Committee has come to a conclusion that overwhelming evidence has been produced by the management witnesses on the pilferage of the integrated circuits by the Petitioner and against the same no evidence either oral or documentary is made available for the employee charged and that the management had produced enough evidence by way of oral and documentary evidence to clearly establish that the Petitioner did pilfer the integrated circuits from the consignment of flight AI-195 and thereby committed the theft of company's property and the Committee finds the Petitioner is guilty of the charge levelled against him. In a case reported as AIR 1970 CALCUTTA 154 H. MOITRA Vs. CALCUTTA IMPROVEMENT TRIBUNAL, the Hon'ble High Court of Calcutta has held that "in a disciplinary proceedings against the employee, if the employee deliberately not appearing and explaining the charges against him with an eye to future remedy such conduct goes against his plea and he had no opportunity to defend and that proceedings were conducted in violation of principles of natural justice". This decision of the Hon'ble Calcutta High Court is squarely applicable to the facts of the present case. Hence, it cannot be said that the domestic enquiry conducted by the Respondent/Management ex parte is against the principles of natural justice and the Petitioner has been deprived of an opportunity to participate in the enquiry. It is held by the Supreme Court in a case reported as 1998 I LLJ 629 SC SECRETARY TO GOVT. HOME DEPTT. AND OTHERS Vs. SRI VAIGUNDANATHAN that "the Tribunal cannot interfere with the findings of the Enquiry Officer unless the findings are perverse and not supported by any evidence". Here in this case also, it is not the contention of the Petitioner that the findings of the Enquiry Committee are perverse and not supported by any evidence. Therefore, the above decision of the above Hon'ble Supreme Court decision is squarely applicable to the facts of this case. As it is seen from the records, the materials available in this case, the proved misconduct committed by the Petitioner amounts to theft of the property of 27 pieces of integrated circuits from the import cargo which arrived by AI-195 flight and it is a serious misconduct to award a punishment of dismissal as provided. Under Clause 14(4)(c) of Model Standing Order(Central). As stated by the Airport Manager in the 2nd show cause notice issued to Petitioner under Ex.

M11, in spite of opportunity has been given to show cause as to why the punishment proposed should not be awarded to him, the Petitioner has not replied to the same. So, the Disciplinary Authority after considering the gravity of the misconduct committed by the Petitioner opined that the ends of justice will be met, if the Petitioner is awarded the punishment of the dismissal as proposed and has awarded that punishment of the dismissal from service of the Respondent/Management company under an order dated 6.6.97 under Ex.M15. Hence, it cannot be contended that the management of Air India is not justified in dismissing the Petitioner from service of the company from 6.6.97 for the proved misconduct of the Petitioner which is grave in nature. The punishment awarded by the II Party/Management cannot be said to be disproportionate to the gravity of the misconduct committed by the Petitioner. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the concerned workman Sri N.K. Arunachalam is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 8th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:-

On either side None

Exhibits marked :—

Ex. No.	Date	Description
W1	18.06.90	Xerox copy of the letter from Respondent to Petitioner
W2	14.08.90	Xerox copy of the letter from Personnel Officer to Petitioner
W3	14.03.91	Xerox copy of the letter from Personnel Officer to Petitioner
W4	22.05.97	Xerox copy of the letter from Petitioner to Airport Manager.
W5	27.06.97	Xerox copy of the letter from Petitioner to Airport Manager of Respondent
W6	Nil	Xerox copy of the reply filed by the Petitioner Before the conciliating authority against the Counter filed by Respondent/Management.

For the II Party/Management:—

Ex.No.	Date	Description
M1	02.05.91	Xerox copy of the letter from Senior Security Asstt. To Inspector of Police

M 2	20.12.93	Xerox copy of the show cause notice issued to Petitioner
M 3	04.01.94	Xerox copy of the letter from Petitioner to Airport Manager
M4	31.03.94	Xerox copy of the letter from Airport Manager to Petitioner
M5	Nil	Xerox copy of the letter from Petitioner to Airport Manager
M6	08.08.94	Xerox copy of the letter from Airport Manager to Petitioner
M7	06.12.94	Xerox copy of the notice of enquiry
M8	Nil	Xerox copy of the enquiry proceedings
M9	16.04.94	Xerox copy of the letter from Respondent to Petitioner
M10	16.04.96	Xerox copy of the findings of Enquiry Committee
M11	17.04.97	Xerox copy of the 2nd show cause notice issued to Petitioner
M12	19.04.97	Xerox copy of the postal acknowledgement card.
M13	19.12.94	Xerox copy of the letter from Enquiry Committee to Petitioner enclosing copy of the enquiry proceedings.
M14	Nil	Xerox copy of the postal acknowledgement card.
M15	06.06.97	Xerox copy of the order of dismissal passed by Respondent.
M16	18.06.97	Xerox copy of the postal acknowledgement card.

नई दिल्ली, 17 अप्रैल, 2003

का. आ. 1400.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयरलाइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण प्रम न्यायालय उदयपुर के पंचाट (संदर्भ संख्या 6/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-04-2003 को प्राप्त हुआ था।

[सं. एल-11012/23/97-आई.आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th April, 2003

S.O. 1400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/98) of the Industrial Tribunal/Labour Court Udaipur now as

shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Airlines and their workman, which was received by the Central Government on 17-04-2003.

[No. L-11012/23/97-JR (C-1)]

S. S. GUPTA, Under Secy.

अनुबंध

न्यायालयः न्यायाधीश, औद्योगिक विवाद अधिकरण एवं श्रम
न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री एल डी शर्मा, आर एच जे एस
औद्योगिक विवाद संचाला 6/98

राजेश कुमार पुत्र भंवरलाल चनाल, 306 गांधी नगर,
मुल्लातलाई, उदयपुर

-- - प्रार्थी

बनाप

स्टेशन मैनेजर, इण्डियन एयरलाईन्स, देहली गेट, उदयपुर -- विपक्षी

उपस्थित :—

श्री रमेश नन्दवाना : प्रार्थी की ओर से

श्री एम. एस. चौहान : विपक्षी की ओर से

पंचाणी

दिनांक 26-3-2003

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल-11012/23/97-आईआर (कोल-1) दि. 24-3-98 के द्वारा निम्न आशय का प्रसंग निर्णय हेतु इस न्यायालय को प्रेषित किया गया।

"Whether the action of Station Manager, Indian Air Lines, Udaipur in terminating the services of Shri Rajesh Kumar from May, 96 is legal, proper and justified? If not what relief concerned workman is entitled to?"

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 4-4-98 को दर्ज रजि. किया जाकर पक्षकारान् को नोटिस जारी किये गये जिस पर प्रार्थी की ओर से बताये व विपक्षी की ओर से जवाब पेश किया गया।

संचय में प्रार्थना पत्र के तथ्य इस प्रकार है कि प्रार्थी जुलाई 91 से मई 96 तक विपक्षी इण्डियन एयरलाईन्स में बतौर सफाई कर्मचारी अपनी सेवाएं देता आ रहा था। जून 96 में विपक्षी ने बिना कोई कारण बताये प्रार्थी को कहा कि तुम्हे अब हम सेवा में नहीं रख सकते हैं। ऊपर से आदेश का बहाना बना कर प्रार्थी को सेवा में रखने से इंकार कर दिया। हवाई अड्डे पर दो सफाई कर्मचारियों की आवश्यकता प्रातः कालीन शिफ्ट एवं सांयकालीन शिफ्ट में पड़ती है जबकि विपक्षी इण्डियन एयरलाईन्स में मात्र एक सफाई कर्मचारी है दूसरे कर्मचारी के रूप में प्रार्थी नियमित रूप से अपनी सेवाएं देता रहा है। हाजरी रजि. पर प्रार्थी के हस्ताक्षर नहीं करवाये जाते थे माह के अंत में प्रार्थी को पूरा वेतन दे दिया जाता था। सेवा से पृथक करने से पूर्व न तो एक माह का नोटिस दिया, न नोटिस के बदले नोटिस पे दिया। अतः पुनः सेवा में लिया जाकर समस्त सेवा लाभ प्रदान कराये जावे।

विपक्षी ने अपने जवाब में यह कथन किया है कि प्रार्थी ने जुलाई 91 से मई 96 तक विपक्ष इण्डियन एयरलाईन्स में बतौर सफाई कर्मचारी अपनी सेवाएं नहीं दी है बल्कि वह दैनिक वेतन भोगी कर्मचारी के रूप में आकस्मिक कार्य के लिये या अन्य कर्मचारी के अवकाश पर जाने के कारण या समय-समय पर अधानक कार्य भार में बढ़ा हो जाने के कारण या अपरिहार्य कारणों से आवश्यक होने के कारण कार्य पर रखा गया था और प्रार्थी को कार्य दिवस के आधार पर भुगतान दिया गया था। प्रार्थी की कोई वेतन राशि विपक्षी में बकाया नहीं है। प्रार्थी ने जनवरी 94 से दिसम्बर 96 तक फर्दन कुल 363 दिन ही विपक्षी के यर्ह काम किया है और यह कार्य उसके द्वारा आकस्मिक श्रमिक के रूप में किया गया है यह काम नियमित प्रकृति का नहीं था। इस प्रकार के श्रमिक को औ.वि.अधि. के प्रावधानों के तहत किसी भी प्रकार का कोई अधिकार प्राप्त नहीं है। प्रार्थी विपक्षी के यहां नियमित कर्मचारी नहीं था। इसलिये उसे सेवा मुक्त करने का कोई प्रश्न पैदा नहीं होता है। प्रार्थी ने किसी भी 12 महिनों में लगातार 240 दिन कार्य नहीं किया है। अतः वह कोई राहत पाने का अधिकारी नहीं है।

मैं दोनों पक्षों को सुना व पत्रावली का अवलोकन किया। दोनों पक्षों ने अपने कथनों के समर्थन में शपथ पत्र व दस्तावेजात प्रस्तुत किये हैं। प्रार्थी के अनुसार वह जुलाई 91 से मई 96 तक विपक्षी के यर्ह सफाई कर्मचारी के रूप में नियमित सेवाएं देता रहा लेकिन उसे जून 96 में बिना कोई कारण बताये सेवा से पृथक कर दिया और इसके एवज व उसे नोटिस या मुआवजा नहीं दिया। विपक्षी के अनुसार प्रार्थी नियमित सफाई कर्मचारी नहीं था बल्कि उसका पिता एक नियमित सफाई कर्मचारी था और विपक्षी को जब भी जरूरत होती तो वह प्रार्थी को आकस्मिक श्रमिक के रूप में कार्य हेतु रख लेता था। प्रार्थी ने अपने तर्कों के समर्थन में प्रदर्श ए 1 से ए 18 हाजारी रजिस्टर की फ़ोटो प्रतियां पेश की है लेकिन इनको देखने से प्रकट होता है कि इन पर किसी अधिकारी के हस्ताक्षर नहीं है। विपक्षी ने अपना होने से इंकार किया है। प्रार्थी ने विपक्षी से सम. 91 से 95 तक का रेकार्ड तलब किया था लेकिन विपक्षी ने जवाब प्रस्तुत किया कि उसके यहां सामान्य रेकार्ड के बल तीन वर्ष तक के लिये तथा भुगतान बाउचर पांच वर्ष तक के लिये रखा जाता है बाद में उन्हें नष्ट कर दिया जाता है। अतः उस अवधि का रेकार्ड उपलब्ध नहीं है। मैं विचार से विपक्षी के इन कथनों का कोई खण्डन नहीं है। विपक्षी की ओर से प्रदर्श एम 18 से एम 31 भुगतान बाउचर प्रस्तुत किया गया जिनको देखने से प्रकट होता है कि प्रार्थी को अंशकालिन रूप से जब आवश्यकता होती सफाई कार्य के लिये रख लिया जाता था और वह विपक्षी का नियमित कर्मचारी नहीं था। प्रदर्श एम 18 बाउचर मई 95 का है जिसको देखने से प्रकट होता है कि प्रार्थी को नियमित सफाई कर्मचारी के अवकाश पर रहने के कारण 8 रु. प्रति घंटे के हिसाब से एक दिन में साढ़े तीन घंटे के लिये रखा और इसी दर से भुगतान हुआ। प्रदर्श एम 19 से एम 31 भुगतान बाउचर भी इसी प्रकृति के हैं। प्रार्थी ने इन भुगतान बाउचर से भुगतान होने का कोई खण्डन नहीं किया है। अतः इन्हे देखने से प्रकट होता है कि प्रार्थी को जब कभी आवश्यकता होती तब एक दिन में साढ़े तीन घंटे के लिये 8 रु. प्रति घंटे की दर से सफाई कार्य के लिये रख लिया जाता था। विपक्षी के तर्क में सार है कि प्रार्थी का पिता विपक्षी के यहां नियमित सफाई कर्मचारी था तथा वह

जब अवकाश पर या अनुपस्थित होता तो प्रार्थी को सफाई कार्य के लिये आकस्मिक रूप से रख लिया जाता था। विपक्षी की ओर से नितिन पाल स्टेशन मैनेजर ने अपने शपथ पत्र में बयान किया है कि इण्डियन एयरलाइंस एक निगम है जो किसी अधिनियम के अन्तर्गत बनाई गई है। इनके अन्तर्गत सेवा नियम बने हुए हैं। इन्हीं नियमों के अन्तर्गत कर्मचारियों की नियुक्ति व भर्ती की जाती है। किसी अधिकारी को यह अधिकार नहीं है कि वह अपनी इच्छा से किसी व्यक्ति को सेवा में रख सके या तिकाल सके। यह निर्विवाद है कि प्रार्थी कोई नियुक्ति पत्र जारी नहीं हुआ और प्रदर्श एम 18 से एम 31 भुगतान बाउचर से यह प्रमाणित हो जाता है कि प्रार्थी को जब जब आवश्यकता होती दिन में कुछ घंटों के लिये 3 रु. प्रति घंटे के हिसाब से सफाई कार्य हेतु रख लिया जाता था। अतः यह प्रमाणित है कि वह आकस्मिक व अंशकालीन कर्मचारी था न कि एक नियमित कर्मचारी।

प्रार्थी की नियुक्ति किन्हीं नियमों के अन्तर्गत नहीं की गई और न ही उसे कोई नियुक्ति पत्र जारी हुआ। इन परिस्थितियों में माननीय सर्वोच्च न्यायालय ने ए आई आर 1997 एस सी 3657 हिमांशु कुमार विधार्थी व अन्य बनाम स्टेट आफ बिहार व अन्य में निम्न सिद्धांत प्रतिपादित किया है:—

“Admittedly they were not appointed to the post in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under Industrial Disputes Act. The concept of “retrenchment” therefore cannot be stretched to such an extent as to cover these employees. The learned counsel for the petitioners seeks to contend that in the High Court the petitioners did not contend that it is a case of retrenchment but termination of their services is arbitrary. Since they are only daily-wage employees and have no right to the posts, their disengagement is not arbitrary.

उक्त नजीर का अनुसरण माननीय राज. उच्च न्यायालय ने 1999 (1) वेस्टर्न ला केसेज (राज.) 390 रेजीडेंट इंजीनियर बनाम ओम प्रकाश में किया। अतः यह माना जाता है कि प्रार्थी विपक्षी के यहां एक आकस्मिक रमिक के रूप में कार्य कर रहा था तथा उसकी नियुक्ति किन्हीं नियमों के अन्तर्गत नहीं हुई थी। अतः उसका सेवा से पृथक्कीरण रिट्रैंचमेंट अथवा छंटनी की परिभाषा में नहीं आता है।

अतः प्रसंग का उत्तर इस प्रकार दिया जाता है कि प्रार्थी की सेवा से पृथक किया जाना अनुचित या अवैध नहीं था। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। पंचाट प्रकाशनार्थ भारत सरकार को भेजा जाये।

पंचाट आज दिनांक 26-3-2003 को खुले न्यायालय में लिखाया जाकर सुनाया गया।

एल. डी. शर्मा, न्यायाधीश

नई दिल्ली, 17 अप्रैल, 2003

का. आ. 1401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयरलाइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण श्रम न्यायालय उदयपुर के पंचाट (संदर्भ संख्या 5/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-04-2003 को प्राप्त हुआ था।

[सं. एल-11012/12/97-आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th April, 2003.

S.O. 1401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/98) of the Industrial Tribunal/Labour Court Udaipur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Airlines and their workman, which was received by the Central Government on 17-04-2003.

[No. L-11012/12/97-IR (C-1)]

S. S. GUPTA, Under Secy.

अनुबंध

न्यायालय: न्यायाधीश, औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री एल डी शर्मा, आर एच जे एस
औद्योगिक विवाद संख्या 5/98

जमनालाल पुत्र चुन्नीलाल पालीवाल, एयर पोर्ट,
अम्बाबेरी, उदयपुर

— प्रार्थी

बनाम

प्रबंधक, एयर लाइंस, अम्बाबेरी, उदयपुर — विपक्षी

उपस्थित :—

श्री सी पी शर्मा : प्रार्थी की ओर से
श्री एम एस चौहान : विपक्षी की ओर से

पंचाट

दिनांक 26-3-2003

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल-11012/12/97-आई आर (कोल-1) दि. 10-3-98 के द्वारा निम्न आशय का प्रसंग निर्णय हेतु इस न्यायालय को प्रेषित किया गया।

“Whether the action of the Manager, of Indian Air Lines, Udaipur in terminating the services of Shri Jamnulal Paliwal S/o Sh. Chunnilal Paliwal, Tmp. Loader w.e.f. May 1993 without following the provisions of Sec. 25F, G&H is justified or not? If not, what relief the workman is entitled to?”

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 24-3-98 को दर्ज रजि. किया जाकर पक्षकारान को नोटिस जारी किये गये जिस पर प्रार्थी की ओर से क्लेम व विपक्षी की ओर से जवाब पेश किया गया।

संक्षेप में प्रार्थना पत्र के तथ्य इस प्रकार हैं कि प्रार्थी ने विपक्षी के यहां सन् 1983 से मई 1993 तक लोडर के पद पर निरंतर कार्य किया। विपक्षी के यहां 90 दिन कार्यरत लोडरों को स्थाई कर दिया जाता है।

परंतु प्रार्थी को स्थाई नहीं किया गया एवं दिनांक 1-5-93 को सेवा मुक्त कर दिया गया। प्रार्थी ने प्रत्येक वर्ष 240 दिन से अधिक कार्य किया प्रार्थी से जूनियर व्यक्ति के कार्यरत रहते हुए उसे सेवा मुक्त किया गया। प्रार्थी के सेवा मुक्त करने के बाद गुमानलाल, नाथूलाल, नारायणलाल, शिवलाल को सेवा में लिया गया। इस प्रकार सेवा मुक्ति और, वि.अधि. की धारा 25 एफ.जी.एच. के विरुद्ध है। अतः पुनः सेवा में लिया जाकर समस्त सेवा लाभ प्रदान कराये जावे।

विपक्षी ने अपने जवाब में यह उल्लिखित किया है कि प्रार्थी ने विपक्षी के यहां सन् 83 से मई 93 तक लोडर के पद पर कार्य नहीं किया है बल्कि प्रार्थी ने यदा कदा जब भी कोई लोडर अवकाश पर रहा है तो उसके स्थान पर दैनिक पारिस्थितिक के रूप में आकस्मिक श्रमिक की हैसियत से काम किया है और उसने जब भी काम किया है तो उसको उसके पारिस्थितिक का भुगतान कर दिया गया है। प्रार्थी ने फरवरी 93 से मई 93 तक सिर्फ 81 दिन काम किया है और इसके अलावा प्रार्थी ने कभी कोई काम ऐवरपोर्ट पर लोडर का नहीं किया है। प्रार्थी को नियमित रूप से नियुक्त ही नहीं दी गई है तो उसे सेवा मुक्त करने का कोई प्रश्न ही नहीं है। नाथूलाल, गुमानलाल, शिवलाल को कम्पनी के भर्ती एवं पदोन्नति के निर्धारित मार्गादर्शी सिद्धांत के अनुसार सेवा में स्थाई कर्मचारी के रूप में भर्ती किया गया है। नारायणलाल, वायुदूत में नियुक्त तथा और वायुदूत का विलय इण्डियन एयरलाइन्स में हो जाने से उसका स्थानान्तरण इण्डियन एयरलाइन्स टड़पुर स्टेशन पर हुआ। लोडर के पद पर नियुक्ति का अधिकार स्थानीय इण्डियन एयरलाइन्स के किसी भी अधिकारी को नहीं है। अतः प्रार्थी का क्षेत्र निरस्त किया जावे।

मैंने दोनों पक्षों को सुना व पत्रावली का अवलोकन किया। दोनों पक्षों ने अपने-अपने समर्थन में शपथ सत्र व दस्तावेजात प्रस्तुत किये हैं। प्रार्थी का तर्क है कि 9 मई 93 में जब उसे सेवा से पृथक किया गया तब वह विपक्षी के यहां अस्थाई लोडर के रूप में कार्य कर रहा था और यह कार्य वह सन् 83 से कर रहा था जबकि विपक्षी का कथन है कि प्रार्थी विपक्षी का स्थाई कर्मचारी नहीं था बल्कि आकस्मिक श्रमिक था जिसे जब जरूरत पड़ती थी दैनिक वेतन पर रख लिया जाता था। प्रार्थी ने अपने समर्थन में दस्तावेज प्रदर्श 1 से 10 प्रस्तुत किये हैं। इनको देखने से प्रकट होता है कि वह अस्थाई अनुमति के पत्र हैं जिसके द्वारा प्रार्थी को लोडिंग कार्य के लिए हवाई अड्डे में प्रवेश करने की अनुमति दी गई थी। प्रदर्श 2 दि. 20-8-86 से 19-9-96 तक की अनुमति है जो बाद में दि. 19-10-86 तक बढ़ाई गई। प्रदर्श 3 अनुमति दिनांक 20-10-86 से 19-12-86 तक की है। इसी प्रकार प्रदर्श 4 दिनांक 1-3-87 से 5-5-87 की अनुमति है। प्रदर्श 5 दि. 6-5-88 से 15-5-87 तक की अनुमति है। प्रदर्श 6 दि. 16-5-87 से 15-8-88 तक की अनुमति है। प्रदर्श 7 फोटो कापी है जो अस्पष्ट है व अवधि का पता नहीं चलता है। प्रदर्श 8 भी अस्पष्ट है व तारीख का पता नहीं चलता है। प्रदर्श 9 व 10 प्रार्थी के पहचान पत्र हैं। प्रार्थी ने प्रदर्श 11 से 27 हाजारी रजिस्टर की फोटो प्रतियां प्रस्तुत की हैं लेकिन इनको देखने से प्रकट होता है कि इन पर किसी के हस्ताक्षर नहीं हैं। विपक्षी ने इनको अपना होने से इंकार किया है। विपक्षी ने यह स्पष्ट किया है कि विपक्षी के नियमानुसार सामान्य

रिकार्ड तीन वर्ष तक रखा जाता है और भुगतान संबंधी रेकार्ड पांच वर्ष तक रखा जाता है इसके बाद नष्ट कर दिया जाता है इसलिए सन् 83 से 93 तक का हाजारी रजिस्टर व लोग बुक, ऐमेंट बाँडचर आदि उपलब्ध नहीं हैं। प्रार्थी का कथन है कि वह विपक्षी के यहां लगातार अस्थाई लोडर के रूप में सन् 1983 से 1993 तक कार्य कर रहा था, का खण्ड प्रदर्श ए 1 पत्र से हो जाती है। जो उसने विपक्षी को देना स्वीकार किया है तथा इस पर ए से बी हस्ताक्षर होना स्वीकार किया है। प्रदर्श ए 1 दि. 1-11-96 का है जिसे प्रार्थी ने स्वयं स्वीकार किया है कि विपक्षी को जब भी जरूरत होती तो उसे लोडर के रूप में बुला कर रख लिया जाता था और उसकी स्थिति एक आकस्मिक श्रमिक की थी। इसी प्रकार प्रदर्श ए 2 पत्र भी उसके द्वारा लिया जाना स्वीकार किया गया है। उसकी स्थिति एक आकस्मिक श्रमिक की थी। और यदि कोई लोडर का पद रिक्त हो तो उसे भर्ती कर लिया जाए। प्रार्थी के द्वारा स्वीकार किये गये इन दस्तावेजों से यह प्रमाणित हो जाता है कि प्रार्थी इक आकस्मिक श्रमिक था और उसे जब जरूरत होती तो हवाई अड्डे पर सामान लादने के लिए रख लिया जाता था तथा वह विपक्षी के यहां स्थाई कर्मचारी नहीं था। प्रदर्श ए 3 से ए 5 दस्तावेज है जिससे प्रकट होता है कि प्रार्थी नियमित श्रमिक नहीं था बल्कि उसे महिनों से कुछ दिनों के लिए दैनिक वेतन पर आकस्मिक श्रमिक के रूप में रखा गया था। विपक्षी की ओर से नितिन पाल स्टेशन मैनेजर का ज्ञापन पत्र प्रस्तुत किया गया है जिसमें उसने यह बयान किया है कि इण्डियन एयरलाइन्स एक नियमित निकाय है तथा अधिनियम के अन्तर्गत बनी हुई है। उसके अनुसार इस निगम में सेवा प्रवेश के लिए नियम बने हुए हैं और कर्मचारियों की भर्ती, नियुक्ति आदि नियमानुसार ही होती है। किसी अधिकारी की इच्छा पर नहीं है कि वह किसी श्रमिक या कर्मचारी को रख सके या निकाल सके।

मेरे विचार से नितिन पाल के इस बयान पर कोई विवाद नहीं किया जा सकता। अतः यह जाहिर है कि प्रार्थी ने विपक्षी के यहां जब जब जरूरत पड़ी एक आकस्मिक श्रमिक के रूप में दैनिक वेतन भेजी कर्मचारी के रूप में जरूरत के अनुसार काम किया। उसकी नियुक्ति किसी नियमों के अन्तर्गत नहीं की गई और न ही उसे कोई नियुक्ति प्रदान की गई। इन परिस्थितियों में माननीय सर्वोच्च न्यायालय ने ए आई आर 1997 एस सी 3657 हिमांशु कुमार विधार्थी व अन्य बनाम स्टेट आफ बिहार अन्य में निन्न सिद्धांत प्रतिपादित किया है :—

“Admittedly they were not appointed to the post in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of “retrenchment” therefore cannot be stretched to such an extent as to cover these employees. The learned counsel for the petitioners seeks to contend that in the High Court the petitioners did not contend that it is a case of retrenchment but termination of their services is arbitrary. Since they are only daily-wage employees and have no right to the posts, their disengagement is not arbitrary.

उपरोक्त नजीर का अनुसरण माननीय उच्च न्यायालय ने 1999 (1) वेस्टर्न ला केसेज (राज.) 390 रेजीडेंट इंजीनियर बनाम ओम प्रकाश में किया। अतः यह माना जाता है कि प्रार्थी विपक्षी के यहां एक आकस्मिक श्रमिक के रूप में कार्य कर रहा था तथा उसकी नियुक्ति किन्हीं नियमों के अन्तर्गत नहीं हुई थी। अतः उसका सेवा से पृथक्कीरण रिट्रैचमेंट अथवा छंटनी की परिभाषा में नहीं आता है।

अतः प्रसंग का उत्तर इस प्रकार दिया जाता है कि प्रार्थी का सेवा से पृथक किया जाना अनुचित या अवैध नहीं था तथा औ. वि. अधि. की धारा 25-एफ, जी, एच की पालना किया जाना आवश्यक नहीं था। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। पंचाट प्रकाशनार्थ भारत सरकार को भेजा जाए।

पंचाट आज दिनांक 26-3-03 को खुले न्यायालय में लिखाया जाकर सुनाया गया।

एल. डी. शर्मा, न्यायाधीश

नई दिल्ली, 21 अप्रैल, 2003

का. आ. 1402.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एस. प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकारण गोदावरीखानी (संदर्भ संख्या 86/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2003 को प्राप्त हुआ था।

[सं. एल.-23012/1/2003-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 21st April, 2003

S.O. 1402.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86/2002) of the Industrial Tribunal-cum-Labour Court, Godavarkhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 17-04-2003.

[No. L-23012/1/2003-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Present :—Sri P. GURUNADHA RAO, B. Sc., B.L. Chairman-cum-Presiding Officer

THURSDAY, The 3rd Day of April, 2003

INDUSTRIAL DISPUTE NO. 86 of 2002.

Between

Kapiraju Rayamallu, S/o. Venkayy,
Ex-General Mazdoor, KK-5 Incline.
C/o. Sri B. Amarender Rao, Advocate,
ST2-317 Bus Stand Colony,
Godavarkhani-505 209,
Dist. Karimnagar (A.P.).

— Petitioner.

And

The General Manager,

Singareni Collieries Co. Ltd

Mandamarri Area, Dist. Adilabad.

— Respondent.

This petition coming before me for final hearing in the presence of Sri B. Amarender Rao, Advocate for the petitioner and of Sri D. Krishna Murthy, Advocate for the respondent and having stood over for consideration till this date, the court passed the following :—

AWARD

1. This is a petition filed U/s. 2-A(2) of the Industrial Disputes Act, 1947, as amended by A.P. Amendment Act, 1987.

Facts of the case briefly are as follows :—

The petitioner worked as General Mazdoor in the respondent company. The petitioner was absent from duties for some days in every month in the year, 2000. Charge-sheet was issued against the petitioner showing his absence from duties month wise from January to December, 2000.

The petitioner submitted explanation stating that he was taking treatment in the company hospital as well as in a private hospital. Therefore, he may be excused for his absence.

Not satisfied with the explanation, domestic enquiry was conducted and the petitioner was dismissed from the service w.e.f., 19-9-2002. Hence, the petitioner filed the present petition.

2. Respondent filed counter.

3. Ex.M-1 to Ex.M-12 are marked on behalf of the management.

Ex. W-1 to Ex.W-16 are marked on behalf of the petitioner.

4. Heard both sides.

5. The point for consideration is whether the charge against the petitioner is proved; if so, whether the punishment of dismissal of the petitioner from the service is in proportion to the charge?

6. The petitioner filed Ex.W-1 to Ex.W-16 to show that he was suffering from a disease and that is the reason for his absence.

7. The petitioner has not denied the charge in his explanation to the charge-sheet, Ex.M-2.

The petitioner in his reply to the enquiry report has stated that he was absent from duties due to ill-health.

In Ex.M-9, the petitioner assured that he will put in 24 musters every month.

But the petitioner did not keep up his assurance. So, he was dismissed from the service.

I consider that the charge against the petitioner is proved, but the punishment of dismissal of the petitioner from the service is not in proportion to the charge.

This is a fit case for exercising discretion U/s. 11-A of the Industrial Disputes Act.

Hence, I answer the point accordingly

In the result, this petition in partly allowed. The order of dismissal of the petitioner from the service is set-aside. The petitioner shall be reinstated into service without back-wages and without continuity of Service.

The parties do bear their own costs.

Typed to my dictation, corrected and pronounced by me in the open court on this, the 3rd day of April, 2003.

P. GURUNADHA RAO, Chairman-cum-Presiding Officer

Appendix of Evidence

Witnesses-examined

For workman:—

Nil

For Management:—

Nil

Exhibits

For workman:—

Ex. W-1 dt.—

T.B. Surgery Medical Book issued by SCCLtd., Hospital.

Ex. W-2 dt.—

Medical book issued by the SCCL Hospital for the years from 1991 to 2002.

Ex. W-3 dt.13-6-2002

O.P., ticket (slip) issued by SCCL Hospital, B.Zone.

Ex. W-4 dt.18-6-2002

Medical slip issued by SCCL dispensary

Ex. W-5 dt.22-10-94

Medical slip issued by SCCL Shanthikhani dispensary.

Ex. W-6 dt.18-11-94

Medical slip of SKINOP issued by SCCL Hospital.

Ex. W-7 dt.29-7-98

Medical slip.

Ex. W-8 dt. 13-8-98

Medical slip 1/2 sheet.

Ex. W-9 dt. 4-6-99

Medical prescription of Rohini Hospital, Mancherial.

Ex. W-10 dt. 24-6-99

Medical prescription given by Dr. G. Anjaneya Prasad, Mancherial.

Ex. W-11 dt. 24-6-97

Clinical report and scanning Centre photo issued by Ram Sai Scanning Centre, Mancherial.

Ex. W-12 dt. 6-7-99

Medical prescription given by Dr. G. Rama Krishna, Mancherial.

Ex. W-13 dt.3-11-99

-do-

Ex. W-14 dt.14-9-2000,
30-12-2000
4-3-2001

Medical prescription issued by Sudha Hospital, Karimnagar.

Ex.W-15 dt.29-8-2001

Medical certificate and fitness certificate.

Ex.W-16 dt.—

Application of petitioner.

For Management :-

Ex.M-1 dt. 16/21-2-2001

Charge-sheet.

Ex.M-2 dt.24-2-2001

Explanation to charge-sheet.

Ex.M-3 dt.11-10-2001

Enquiry notice.

Ex.M-4. dt. 17-10-2001

Enquiry proceedings in original.

Ex.M-5 dt. -do-

Enquiry report.

Ex.M-6 dt.22-12-2001

Letter issued to petitioner by General Manager, Mandamarri, SCCL.

Ex.M-7 dt.—

Ack.. Lr.No.P/MM/7/2/01/6073, dt.22-12-2001.

Ex.M-8 dt.11-1-2002

Letter addressed to the General Manager, SCCL, Mandamarri by petitioner.

Ex.M-9 dt.7-3-2002

Representation of petitioner.

Ex.M-10 dt.16-3-2002

Letter issued to the petitioner by General Manager, Mandamarri, SCCL.

Ex.M-11 dt.—

Ack. to Lr. No. MMR/PER/01/072/1196, dt.16-3-2002.

Ex. M-12 dt. 29-8-2002

Dismissal order.

मई दिल्ली, 21 अप्रैल, 2003

का. आ. 1403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण चेन्नई (संदर्भ संख्या 150/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2003 को प्राप्त हुआ था।

[एल.-22012/449/98- आई आर (सी-II)]

एन.पी. केशवन, ईस्क अधिकारी

New Delhi, the 21st April, 2003

S.O. 1403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 150/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute Between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 17-04-2003.

[No. L-22012/449/98-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Wednesday the 9th April, 2003

Present : K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 150/99

(Tamil Nadu State Industrial Tribunal I.D. No. 145/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of the District Manager and the Secretary, F.C.I.]

BETWEEN

Sri K. Mariappan : I Party/Workman

AND

1. The District Manager, Food Corporation of India, Tuticorin. : II Party/
Management
2. The Secretary, The National FCI Co-operative Contract Labour Society Ltd. Tuticorin.

Appearances :

- | | | |
|--------------------------|---|----------------------------------|
| For the Workman | : | Shri R. Arumugam
and |
| | : | N. Krishnakumar;
Advocates |
| For the Respondent No. 1 | : | Shri M. Imthias,
Advocate. |
| For the Respondent No. 2 | : | Sri. S. Muthal Raj,
Advocate. |

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-22012/449/98/IR (CM-II) dated 30-07-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 145/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 150/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-02-2001 with

their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the 1st Respondent were filed earlier before the Tamil Nadu State Industrial Tribunal, when the matter was pending before that Tribunal for adjudication and the Counter Statement of the 2nd Respondent and rejoinder of the 1st Respondent were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statements, rejoinder of the 1st Respondent, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri K. Mariappan, Transport Assistant, FCI, MG Complex Depot, Milavittan Good shed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri K. Mariappan (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Food Corporation of India, Tuticorin and the Secretary, National FCI Co-operative Contract Labour Society Ltd. Tuticorin, have been cited as 1st and 2nd Respondents in this industrial dispute.

The 1st Respondent Corporation is having storage depot at M.G. Complex and Good shed at Milavittan. Before 1990, the 1st Respondent executed the loading, unloading, storing, stacking and transport work through different individual contractors. The Petitioner worked under a contractor in M.G. Complex to execute the above works of the 1st Respondent from 5-10-1989 continuously without any break. During 1990, the Ministry of Labour by a Notification prohibited the employment of contract labour in various godowns/depots of the 1st Respondent Corporation in which process, operation or work of handling of food grains including loading and unloading by any means of transport, storage and stacking is carried on. In view of the said Notification, the 1st Respondent encouraged the workers working in the 1st Respondent Corporation including the Petitioner to form a workers co-operative society, so that the workers would continued to be engaged without any break. Based on their advise/guidance, the 2nd Respondent Co-operative Labour Contract Society was formed by the workers working in

1st Respondent Corporation and the same was registered. The Petitioner is a member of the said society. The 1st Respondent awarded the handling and transport contract to the 2nd Respondent society from 28-4-1991. The contract was initially given for two years and subsequently extended upto 27-4-1997. The workers/members of the 2nd Respondent Society was engaged to do the work of the 1st Respondent. The Petitioner was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas and other works/jobs of the 1st Respondent assigned by the 2nd Respondent from time to time. The Petitioner worked more than 240 days in each year without any break. The Respondent issued entry permits to the Petitioner and extended various benefits like P.F. bonus etc. The last drawn wages of the Petitioner is Rs. 1,000/- During 1997 the Food Corporation of India, Headquarters, New Delhi decided to implement direct payment system in the 1st Respondent for the categories of handling labour Sardar Mandal and Ancillary Labours. It seems that the conditions imposed for extending the benefit of direct payment system is (1) the workers already working there for the last three years, (2) who had worked for atleast nine out of 12 months in the last year preceding April, 1996 and (3) EPF deductions were being made for them. The 1st Respondent implemented the said order of Food Corporation of India, Headquarters, New Delhi, by absorbing the workers engaged through the 2nd Respondent as per the list furnished by the Secretary/President of Labour Union. The workers working along with the Petitioner were absorbed stage by stage. The Petitioner was also under the impression that his name was also given alongwith the other workers and he would be absorbed as like other workers. In the meanwhile, the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and the services of the Petitioner was required. The 2nd Respondent requested the labour union to give the name of the Petitioner later. Hence, the Petitioner's name was not included in the first list. Further, the Petitioner understands that the 1st Respondent did not specify any time limit for furnishing the list of workers. When the other workers who worked alongwith the Petitioner were absorbed on direct payment system by the 1st Respondent, the absorption of the Petitioner was delayed and therefore, the Petitioner approached the 2nd Respondent and the 2nd Respondent stated that the 1st Respondent will consider his case alongwith some of the workers left out. The 2nd Respondent's dialogue was protected for several months but the Respondents could not reach a solution favourable to the Petitioner. Then the Petitioner having no other option except to the approach the conciliation officer under Section 2A of the Industrial Disputes Act, 1947. The 1st Respondent by letter dated 31-7-97 for the first time contended that the Petitioner did not fulfil three

conditions stipulated by the Headquarters Food Corporation of India, New Delhi, but the said contention was totally incorrect when especially the 1st Respondent themselves aware that the Petitioner is working therewith for the past ten years continuously without any break and preceding April, 1996 he worked for more than nine months and EPF contributions were paid for the Petitioner from 1995 onwards. The 2nd Respondent by the letter dated 28-11-1997 confirmed the said fact and stated that the Petitioner fulfilled all the conditions. The Petitioner is in no way responsible for the act of the 2nd Respondent in not including his name. The 1st Respondent was fully aware that the Petitioner was working for them under the 2nd Respondent and earlier contractors right from 1989 onwards. The 1st Respondent never informed that his name was not included in the list and further no time limit was specified by the 1st Respondent for bringing the workers under the direct payment system. After failure of conciliation, the Central Govt. has referred this issue for adjudication by this Tribunal. The action of the 1st Respondent in denying the enrolment of the Petitioner under direct payment system from 1-5-96 is totally arbitrary, illegal and against law. It is purely a discrimination shown on the Petitioner, when especially similarly placed workers who were worked along with him were enrolled from 1-5-96, but the Petitioner alone was singled down by the 1st Respondent. There is no justification at all on the part of the 1st Respondent in denying the relief to the Petitioner when especially the 1st Respondent themselves fully aware that the Petitioner is working for them and discharging duties for them as per their directions for several years and further complied with the conditions stipulated by the Food Corporation of India Headquarters, New Delhi. Juniors to the Petitioners were enrolled in the direct payment system under the 1st Respondent but the Petitioner, who is a senior, is left out since all the workers were taken on the rolls of the 1st Respondent, the 2nd Respondent labour contractor Society did not have any contract and consequently the Petitioner was without employment from 28-4-97. Due to the unjustified action of the 1st Respondent the Petitioner is without employment from 28-4-97. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the denial of enrolment of Petitioner under direct payment system from 1-5-96 by the 1st Respondent is not justified and pass an award directing the 1st Respondent to enrol the Petitioner under direct payment system from 1-5-96 and to pay all back wages, continuity of service and other attendant benefits to the Petitioner.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Tuticorin (hereinafter refers to as 1st Respondent) are briefly as follows :—

The 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors prior to 1990. They have never remunerated any contract

workers directly and therefore, the allegation of the Petitioner that he had worked from 5-10-89 for the 1st Respondent has to be proved by the Petitioner himself before this Tribunal. The work of handling contract had been awarded to Contract Labour Co-operative Society formed by the workers. The transport and handling contract was finalised and awarded by the Senior Regional Manager, Food Corporation of India, Tamil Nadu Region, Chennai from 28-4-91. The said contract was extended upto 27-4-97. The allegation of the Petitioner that he was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. The Food Corporation of India is directly dealing with the Labour Co-operative Society and not with individuals such as the Petitioner, the 1st Respondent has not extended any benefits as alleged by the Petitioner in his Claim Statement and the Petitioner was never paid any wages by the 1st Respondent. As per the notification of Food Corporation of India Headquarters, New Delhi, the workers who satisfy the conditions imposed for extending benefits for direct payment system have been enrolled by the 1st Respondent as labourers under direct payment system. As per the Headquarters circular, the bio-data of the labourers maintained by the concerned labour Co-operative Society was obtained in prescribed form as per the Annexure III to the said circular and accordingly as per the list furnished by the labour union, the 1st Respondent had implemented the direct payment system of labourers as per Headquarters direction. The workers engaged by the Co-operative Society as per the list furnished by the Secretary and the President of Labour Union on 22-7-97 during the meeting held at the Regional Office at Chennai in the presence of Senior Regional Manager, Joint Manager (Finance & Accounts) and District Manager, Tuticorin, the workers were absorbed in one time as per the instructions from the Headquarters and not stage by stage as alleged by the Petitioner. The nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job. The head load labourers (workers) working with labour Co-operative Societies alone were entitled to work under direct payment system. The 1st Respondent had awarded contract for transportation and/or handling the food grains to the handling and transport contractors on the basis of tender enquiry and that the contract is for supply of labourers by the contractor for doing food handling operation and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. There is no provision in the contract for bearing any liability by Food Corporation of India on account of any such employee of the contractor who might have been engaged by him to do his office/clerical work. Such employees might have been employed by the contractor for his own convenience. Such employees of the contractor might have worked more than one place or organisation wherever the contractor might

have taken the contract for doing any type of work. The payment towards handling of food stocks were being made by Food Corporation of India to the contractors on the basis of ASOR and for the actual volume of work performed as per the terms of the contract. As per the notification issued by the Ministry of Labour in 1991 prohibiting the employment of contract labour in many depots of Food Corporation of India does not cover the clerical or supervisory work. The Food Corporation of India nowhere maintained contractors or contract employees for clerical or supervisory work as it has its own regular staff/officers everywhere. Such regular employees/officers are appointed by Food Corporation of India after following the statutory provisions of Food Corporation of India Staff Regulations. There is no provision for the post of Transport Assistant in Food Corporation of India Staff Regulations. The induction of such employees as in question in FCI would mean backdoor entry of employees in Food Corporation of India. Direct Payment System labourers are not covered by FCI Staff Regulations. Direct Payment System Labourers having been there in Food Corporation of India right from 1973 for doing food handling operations in various depots all over the country and there is no provision for induction of employees under direct payment system for doing clerical or supervisory work. The averment of the Petitioner in his Claim Statement that the 1st Respondent are fully aware that the Petitioner is working for them under the 2nd Respondent is not all true. The 1st Respondent do not have any direct link with the Petitioner and the 1st Respondent is making payment only to the Society and not to any worker directly. The three conditions laid down by the Food Corporation of India Headquarters circular have not been fulfilled by the Petitioner as per the records maintained by Food Corporation of India which were submitted by the Society then and there. The Petitioner's name also was not found in the E.P.F. contribution list provided by the Society. If the Petitioner has really worked as a labourer in the 2nd Respondent Society, as alleged by him, his will be definitely available in the list of EPF contribution furnished to the 1st Respondent by the 2nd Respondent. The real dispute is not between the 1st Respondent and the Petitioner, it is only between the Petitioner and 2nd Respondent. The list of workers were furnished only by the General Secretary of the FCI Labour Union and not by the Society as alleged by the Petitioner. The 1st Respondent has not direct link with the Petitioner or any other worker. The Food Corporation of India had enrolled the workers as per the list furnished by the National FCI Labour Union. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition of the Petitioner as there is no merit in the claim.

4. The averments in the Counter Statement filed by the II Party/Management. The Secretary, National FCI Co-operative Contract Labour Society Ltd., Tuticorin (hereinafter refers to as 2nd Respondent) are briefly as follows:—

The workman involved in this dispute is the member of the Co-operative Society and was engaged by the Society. It is a fact that the Food Corporation of India had extended various benefits to the labourers since they are the Principal employer and reimbursed the employer portion of EPF contribution, bonus etc. The Petitioner had complied with the three conditions for enrolling the worker in the direct payment system as per the circular issued by the Food Corporation of India Headquarters at New Delhi. The 2nd Respondent Society had submitted a list of workers working in the M.G. Complex Depot and Milavitan Goods shed. The list contained 365 workers who were working in handling unit of the 2nd Respondent Society initially. At that time the Petitioner was working in the society and his services were needed by 2nd Respondent till the contract of society has ended on 27-4-97. So, the Petitioner was retained with the Society itself for discharging their duties after contract period was over and their work was not required. The name of the Petitioner was submitted to the 1st Respondent to put them also to absorb them under direct payment system as done for the other workers. The 1st Respondent however, refused to entertain the Petitioner to put him under direct payment system. Even before the formation of the Society, as per the guidance of the 1st Respondent the Petitioner was working with the 1st Respondent, the name of the Petitioner was not included in the initial list due to the reasons stated above and the contract was existing till 27-4-97. The list of 365 workers was furnished to the 1st Respondent for direct payment system from 1-1-97 effective from 1-5-96 and therefore, the Petitioner's name could not be included in the first list. Out of the list of 365 workers furnished to the 1st Respondent so far 35 workers have left the 1st Respondent on various grounds such as retired, terminated, expired and long absence. The Petitioner had unblemished record of service and he is a sincere worker. If he is absorbed in FCI he will perform the work of the Corporation very efficiently as before. The Petitioner who was working in the 2nd Respondent Society may be absorbed in to the service of the 1st Respondent Corporation. Meanwhile, the Food Corporation of India/1st Respondent had framed a scheme for direct payment system and took over 423 labourers in the DPS scheme w.e.f. 1-3-97. If the handling and transport contract is not discharged fully and satisfactorily and if there is any loss with contractual liability, the same will be levied on the shoulders of the Society only. Therefore, the society had the obligation to discharge the contractual liability of transport contractor had to continue the services of the Petitioner upto the completion of the contract period 27-4-97. Thereafter, since the Food Corporation of India had not awarded any contract to the society, the Society had become defunct with effect from 28-4-97. The Society can sympathise the Petitioner only and could not give any employment opportunity, since the Society was left over without any contract from Food Corporation of India since 24-7-97. The 1st Respondent being the original employer

for the workman, since the inception of the society for whom the workmen were deployed for the period from 28-4-91 till 27-4-97 and since their counterparts 423 labourers have been taken over by the Food Corporation of India under DPS scheme. The prayer of the Petitioner may be considered by the 1st Respondent Food Corporation of India management.

5. The 1st Respondent has filed a rejoinder for the Counter Statement of the 2nd Respondent. The averments in that rejoinder are briefly as follows :—

The allegations in the Counter Statement of the 2nd Respondent that the Petitioner complied with the three conditions stipulated in the circular issued by the Food Corporation of India Headquarters is incorrect. All 365 workers in the list furnished by the Society on 21-2-97 were absorbed by the Food Corporation of India under direct payment system. At no point of time, the name of the Petitioner was submitted by the 2nd Respondent to the 1st Respondent. Further allegations of 2nd Respondent in their Counter Statement that the Petitioner has fulfilled the conditions stipulated and was working with the 1st Respondent even before the formation of society are not correct. Before the formation of the society, since the contract system was prevailing at that time, the contractors were remunerated for the work turned out by them on SDR basis. Only after the formation of the society, the 1st Respondent reimbursed the wages paid by the Society to workers and nowhere the 1st Respondent reimbursed the wages of the Petitioner. The name of the Petitioner was not furnished in the initial list by the 2nd Respondent because as per their declaration, his services were needed by the 2nd Respondent till the date of the termination of the transport contract. It is, therefore, clear that the services of the Petitioner was utilised by the society for their purpose. The allegation of the 2nd Respondent in their Counter Statement that 35 workers have left the 1st Respondent on various grounds has nothing to do in this case. Out of the seven long absented workers, the services of five workers are re-induced into Food Corporation of India. Moreover the number of casual labourers furnished by the Society was 108 whereas the casual labourers as per norms required is only 64. The 1st Respondent was therefore, overburdened with excess 44 casual labourers. During this discussions held with the society on 21-2-97, the 2nd Respondent has stated that about 25 women casual labourers are attaining their superannuation within two years and would be reduced subsequently. This was mutually agreed by both the Respondents to restrict the Casual Labourers as per norms gradually, notwithstanding the provision for replacement of superannuated worker under dependent quota. The allegation of the 2nd Respondent that 423 labourers have been inducted by the 1st Respondent is quite contrary to their statements made earlier in the Counter Statement. The present counter has been filed by the Ex-President of the defender Society with any legal sanction with the collusion of the workman.

6. When the matter was taken up for enquiry, no one has been examined as a witness on either side and no document has been marked as an exhibit on either side. The argument advanced by the learned counsel for the II Party/1st Respondent was heard. The counsel for the Petitioner and the counsel for the 2nd Respondent have not come forward to advance any arguments, in spite of sufficient opportunity was provided to them.

7. The point for my consideration is—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Sri K Mariappan, Transport Assistant, FCI, MG Complex Depot, Milavittan Good shed under direct payment system from 1-5-1996 onwards ? If not, to what relief is the workman entitled ?”

Point :—

This industrial dispute has been raised by the Petitioner/Workman challenging the action of the 1st Respondent management of Food Corporation of India, Tuticorin in denying enrolment for him under direct payment system from 1-5-96 onwards as unjustified. It is admitted that the 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors before 1990 and they have never remunerated any contract workers directly. It is the contention of the Petitioner that he worked under the contractor in M.G. Complex to execute the works like loading, unloading, storing, stacking and transport work of the 1st Respondent from 4-10-89 continuously without any break. The 1st Respondent in their Counter Statement has specifically denied this averment of the Petitioner in his Claim Statement, so it is for the Petitioner to prove strictly that he had worked for the 1st Respondent from 5-10-1989. The Petitioner has not let in oral or documentary evidence to prove his contention.

8. It is admitted that the Ministry of Labour, Government of India has prohibited the employment of contract labour and hence, the 1st Respondent Food Corporation of India encouraged the workers to form Labourers Co-operative Society and the work of handling contract has been awarded to the 2nd Respondent FCI Co-operative Contract Labour Society Ltd. formed by the workers. It is also admitted that the transport and handling contract was awarded from 28-4-91 by the 1st Respondent Food Corporation of India and the said contract was extended up to 27-4-97. It is the definite allegation of the 1st Respondent that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. It is further alleged by the 1st Respondent that Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent erstwhile co-operative society in their Counter

Statement has also stated that the Petitioner was working with the 1st Respondent even before the formation of the society as per the guidance of the 1st Respondent. This averment of the 2nd Respondent in their Counter Statement is in support of the contention of the Petitioner in his Claim Statement on this aspect. Neither the Petitioner nor the 2nd Respondent has let in any oral or documentary evidence to prove this contention. In the absence of one such proof, it cannot be said, when especially disputed by the 1st Respondent, the Petitioner had worked for the 1st Respondent from 5-10-89 onwards.

9. It is the specific averment of the 1st Respondent in their Counter Statement that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is incorrect and the Food Corporation of India is directly dealing with the labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent in their Counter Statement has stated that when the society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Goods Shed for the 365 workers who were in the handling unit of the 2nd Respondent Society, the Petitioner was working in the Society itself for discharging their duties, even after the contract for the society has ended on 27-4-97. It is further alleged in the Counter Statement by the 2nd Respondent that the society had obligation to discharge the contractual liability of transport contract fully and satisfactorily and hence, the services of the Petitioner had to continue after the completion of the contract period 27-4-97. In proof of these averments of the Petitioner as well as the 2nd Respondent that the Petitioner's services were utilised by the 2nd Respondent society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas as per the direction of the 1st Respondent, no oral or documentary evidence has been let in either by the Petitioner or by the 2nd Respondent before this Tribunal. It is the specific averment of the 2nd Respondent in their Counter Statement that the services of the Petitioner was needed by the 2nd Respondent till the contract of society has ended on 27-4-97 and so the Petitioner was retained with the society itself for discharging their duties and their work was not required after the contract period was over. They have not stated in the Counter Statement that the Petitioner's service was utilised by the 2nd Respondent Co-operative Society to the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas. But it is stated in the Counter Statement that the Petitioner was engaged by the Co-operative Society. It is the clear averment of the 1st Respondent in their Counter Statement that the Food Corporation of India had awarded contract for transportation and/or handling of food grains to the handling and transport contractor on the basis of tender enquiry and the contract is for the supply of labourers by

the contractor for doing food handling operations and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. It is clearly stated in their Counter Statement that the contractor might have taken contract for doing any type of work and the employees of the contractor might have worked more than one place/organisation wherever the contractor might have taken contract and that payment towards handling of food stocks were being made by the Food Corporation of India to the contractors on the basis of ASOR and that the nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job and the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system. This has not been disputed by the 2nd Respondent, the National FCI Co-operative Contract Labour Societies Ltd. in their Counter Statement. So, under such circumstances, it cannot be said that the Petitioner was engaged continuously, as per the direction of the 1st Respondent, to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas. The Petitioner himself in his claim statement has averred that the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and as the service of the Petitioner was required. So on that admission of the fact, the Petitioner cannot have a right to claim to be absorbed for direct payment system when it was meant for head load labourers working with labour co-operative societies alone, as contended by the 1st Respondent in their Counter Statement. The averment of the 1st Respondent in their Counter Statement that the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system has not been disputed as incorrect either by the 2nd Respondent co-operative society or by the Petitioner himself.

10. It is everybody's case that as per the decision of Food Corporation of India Headquarters, New Delhi taken in 1997 to implement direct payment system for the categories of handling labour, Sardar, Mandal and Ancillary labours three conditions were imposed that the worker already working there for the past three years who had worked for at least nine out of 12 months in the last year preceding April, 1996 and EPF deductions were made for them. Though it is contended by the Petitioner as well as 2nd Respondent, the Petitioner had fulfilled all the three conditions, no acceptable evidence to that effect has been let in before this Tribunal either orally or by way of documentary evidence. It is specifically stated in the Counter Statement of the 1st Respondent that the Petitioner/Workman had not complied with those three conditions and hence he is not eligible to be absorbed as a labourer for direct payment system. It is the admission of the 2nd Respondent Co-operative Labour Contract Society that a list of workers for absorption for

direct payment system has been furnished by the Secretary and President of the Labour Union and in that list, the name of the Petitioner was not included. It is confirmed by the 2nd Respondent in their Counter Statement that the names of 365 workers were furnished in the list given to the 1st respondent for direct payment system from 1-1-1997. The 1st Respondent also in their Counter Statement has stated clearly that as per the circulars of Headquarters for the implementation of direct payment system of labour the bio-data from the labourers maintained by the concerned labour co-operative society was obtained in prescribed form as per the Annexure III to the said circular and accordingly; as per the list furnished by the labour union, the 1st Respondent has implemented the direct payment system of labourers as per the Headquarters direction as absorption in one time. It is further alleged that the Petitioner's name was not included in the list furnished by them. From the available materials, it is seen that the name of the petitioner has not been mentioned in the list furnished by the Union to the 1st Respondent, since the service of the Petitioner was utilised by the 2nd Respondent Society for their own need. So under such circumstances, as rightly contended by the learned counsel for 1st Respondent Food Corporation of India Management, Tuticorin, the action of the 1st Respondent in denying enrolment of Sri K. Mariappan, Transport Assistant Food Corporation of India, M.G. Complex Depot, Milavittan Goods Shed under direct payment system from 1-5-1996 onwards is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the concerned workman Sri K. Mariappan is not entitled for any relief.

No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Exhibited :—

On either side : Nil

नई दिल्ली, 21 अप्रैल, 2003

का. आ. 1404.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एफ. सी. आर. प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के भीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकारण चैन्स (संदर्भ संख्या 151/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2003 को प्राप्त हुआ था।

[सं. एल.-22012/446/98-आई आर (सी-III)]

एन.पी. केशवन, डैस्ट्रक्ट अधिकारी

New Delhi, the 21st April, 2003

S.O. 1404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 151/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 17-04-2003.

[No. L-22012/446/98-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, CHENNAI

Wednesday the 9th April, 2003

PRESENT : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 151/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 146/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of the District Manager & the Secretary, F.C.I.]

BETWEEN

Sri A. Anantraj : I Party/Workman

AND

1. The District Manager, : II Party/
Food Corporation of India, Management
Tuticorin.

2. The Secretary,
The National
FCI Co-operative
Contract Labour Society
Ltd. Tuticorin.

APPEARANCE:

For the Workman : Shri R. Arumugam
&

: N. Krishnakumar,
Advocates

For the Respondent No 1 : Shri M. Imthias,
Advocate.

For the Respondent No. 2 : Sri. S. Muthal Raj,
Advocate.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-22012/446/98-IR (CM-II) dated 30-07-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same

was taken on file as I.D. No. 146/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 151/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-02-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the 1st Respondent were filed earlier before the Tamil Nadu State Industrial Tribunal, when the matter was pending before that Tribunal for adjudication and the Counter Statement of the 2nd Respondent and rejoinder of the 1st Respondent were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statements, rejoinder of the 1st Respondent, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri A. Anantharaj, Transport Assistant, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Shri A. Anantharaj (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Food Corporation of India, Tuticorin and the Secretary, National FCI Co-operative Contract Labour Society Ltd. Tuticorin, have been cited as 1st and 2nd Respondents in this industrial dispute.

The 1st Respondent Corporation is having storage depot at M.G. Complex and Good shed at Milavittan. Before 1990, the 1st Respondent executed the loading, unloading, storing, stacking and transport work through different individual contractors. The Petitioner worked under a contractor in M.G. Complex to execute the above works of the 1st Respondent from 4-10-1989 continuously without any break. During 1990, the Ministry of Labour by a Notification prohibited the employment of contract labour

in various godowns/depots of the 1st Respondent Corporation in which process, operation or work of handling of food grains including loading and unloading by any means of transport, storage and stacking is carried on. In view of the said Notification, the 1st Respondent encouraged the workers working in the 1st Respondent Corporation including the Petitioner to form a workers co-operative society, so that the workers would continued to be engaged without any break. Based on their advise/guidance, the 2nd Respondent Co-operative Labour Contract Society was formed by the workers working in 1st Respondent Corporation and the same was registered. The Petitioner is a member of the said society. The 1st Respondent awarded the handling and transport contract to the 2nd Respondent society from 28-4-1991. The contract was initially given for two years and subsequently extended upto 27-4-1997. The workers/members of the 2nd Respondent Society was engaged to do the work of the 1st Respondent. The Petitioner was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas and other works/jobs of the 1st Respondent assigned by the 2nd Respondent from time to time. The Petitioner worked more than 240 days in each year without any break. The Respondents issued entry permits to the Petitioner and extended various benefits like P.F. bonus etc. The last drawn wages of the Petitioner is Rs. 1,000/- During 1997 the Food Corporation of India, Headquarters, New Delhi decided to implement direct payment system in the 1st Respondent for the categories of handling labour Sardar Mandal and Ancillary Labours. It seems that the conditions imposed for extending the benefit of direct payment system is (1) the workers already working there for the last three years (2) who had worked for at least nine out of 12 months in the last year preceding April, 1996 and (3) EPF deductions were being made for them. The 1st Respondent implemented the said order of Food Corporation of India, Headquarters, New Delhi, by absorbing the workers engaged through the 2nd Respondent as per the list furnished by the Secretary/President of Labour Union. The workers working along with the Petitioner were absorbed stage by stage. The Petitioner was also under the impression that his name was also given along with the other workers and he would be absorbed as like other workers. In the meanwhile, the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and the services of the Petitioner was required. The 2nd Respondent requested the labour union to give the name of the Petitioner later. Hence, the Petitioner's name was not included in the first list. Further, the Petitioner understands that the 1st Respondent did not specify any time limit for furnishing the list of workers. When the other workers who worked along with the Petitioner were absorbed on direct payment system by the 1st Respondent,

the absorption of the Petitioner was delayed and therefore, the Petitioner approached the 2nd Respondent and the 2nd Respondent stated that the 1st Respondent will consider his case along with some of the workers left out. The 2nd Respondent's dialogue was protected for several months but the Respondents could not reach a solution favourable to the Petitioner. Then the Petitioner having no other option except to the approach the conciliation officer under section 2A of the Industrial Disputes Act, 1947. The 1st Respondent by letter dated 31-7-97 for the first time contended that the Petitioner did not fulfil three conditions stipulated by the Headquarters Food Corporation of India, New Delhi, but the said contention was totally incorrect when especially the 1st Respondent themselves aware that the Petitioner is working there for the past ten years continuously without any break and preceding April, 1996 he worked for more than nine months and EPF contributions were paid for the Petitioner from 1995 onwards. The 2nd Respondent by the letter dated 28-11-1997 confirmed the said fact and stated that the Petitioner fulfilled all the conditions. The Petitioner is in no way responsible for the act of the 2nd Respondent in not including his name. The 1st Respondent was fully aware that the Petitioner was working for them under the 2nd Respondent and earlier contractors right from 1989 onwards. The 1st Respondent never informed that his name was not included in the list and further no time limit was specified by the 1st Respondent for bringing the workers under the direct payment system. After failure of conciliation, the Central Govt. has referred this issue for adjudication by this Tribunal. The action of the 1st Respondent in denying the enrolment of the Petitioner under direct payment system from 1-5-96 is totally arbitrary, illegal and against law. It is purely a discrimination shown on the Petitioner, when especially similarly placed workers who were worked along with him were enrolled from 1-5-96, but the Petitioner alone was singled down by the 1st Respondent. There is no justification at all on the part of the 1st Respondent in denying the relief to the Petitioner when especially the 1st Respondent themselves fully aware that the Petitioner is working for them and discharging duties for them as per their directions for several years and further complied with the conditions stipulated by the Food Corporation of India Headquarters, New Delhi. Juniors to the Petitioners were enrolled in the direct payment system under the 1st Respondent but the Petitioner, who is a senior, is left out since all the workers were taken on the rolls of the 1st Respondent, the 2nd Respondent labour contractor Society did not have any contract and consequently the Petitioner was without employment from 28-4-97. Due to the unjustified action of the 1st Respondent the Petitioner is without employment from 28-4-97. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the denial of enrolment of Petitioner under direct payment system from 1-5-96 by the 1st Respondent is not justified and pass an award directing the 1st

Respondent to enrol the Petitioner under direct payment system from 1-5-96 and to pay all back wages, continuity of service and other attendant benefits to the Petitioner.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Tuticorin (hereinafter refers to as 1st Respondent) are briefly as follows :—

The 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors prior to 1990. They have never remunerated any contract workers directly and therefore, the allegation of the Petitioner that he had worked from 4-10-89 for the 1st Respondent has to be proved by the Petitioner himself before this Tribunal. The work of handling contract had been awarded to Contract Labour Co-operative Society formed by the workers. The transport and handling contract was finalised and awarded by the Senior Regional Manager, Food Corporation of India, Tamil Nadu Region, Chennai from 28-4-91. The said contract was extended upto 27-4-97. The allegation of the Petitioner that he was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. The Food Corporation of India is directly dealing with the Labour Co-operative Society and not with individuals such as the Petitioner, the 1st Respondent has not extended any benefits as alleged by the Petitioner in his Claim Statement and the Petitioner was never paid any wages by the 1st Respondent. as per the notification of Food Corporation of India Headquarters, New Delhi, the workers who satisfy the conditions imposed for extending benefits for direct payment system have been enrolled by the 1st Respondent as labourers under direct payment system. As per the Headquarters circular, the bio-data of the labourers maintained by the concerned labour co-operative society was obtained in prescribed form as per the Annexure III to the said circular and accordingly as per the list furnished by the labour union, the 1st Respondent had implemented the direct payment system of labourers as per Headquarters direction. The workers engaged by the Co-operative Society as per the list furnished by the Secretary and the President of Labour Union on 22-7-97 during the meeting held at the Regional Office at Chennai in the presence of Senior Regional Manager Joint Manager (Finance & Accounts) and District Manager, Tuticorin, the workers were absorbed in one time as per the instructions from the Headquarters and not stage by stage as alleged by the Petitioner. The nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job. The head load labourers (workers) working with labour co-operative societies alone were entitled to work under direct payment system. The 1st Respondent had awarded contract for transportation and/or handling the food grains to the handling and transport contractors on the basis of tender enquiry and that the contract is for

supply of labourers by the contractor for doing food handling operation and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. There is no provision in the contract for bearing any liability by Food Corporation of India on account of any such employee of the contractor who might have been engaged by him to do his office/clerical work. Such employees might have been employed by the contractor for his own convenience. Such employees of the contractor might have worked more than one place or organisation wherever the contractor might have taken the contract for doing any type of work. The payment towards handling of food stocks were being made by Food Corporation of India to the contractors on the basis of ASOR and for the actual volume of work performed as per the terms of the contract. As per the notification issued by the Ministry of Labour in 1991 prohibiting the employment of contract labour in many depots of Food Corporation of India does not cover the clerical or supervisory work. The Food Corporation of India nowhere maintained contractors or contract employees for clerical or supervisory work as it has its own regular staff/officers everywhere. Such regular employees/officers are appointed by Food Corporation of India after following the statutory provisions of Food Corporation of India Staff Regulations. There is no provision for the post of Transport Assistant in Food Corporation of India Staff Regulations. The induction of such employees as in question in FCI would mean backdoor entry of employees in Food Corporation of India. Direct Payment System labourers are not covered by FCI Staff Regulations. Direct Payment System Labourers having been there in Food Corporation of India right from 1973 for doing food handling operations in various depots all over the country and there is no provision for induction of employees under direct payment system for doing clerical or supervisory work. The averment of the Petitioner in his Claim Statement that the 1st Respondent are fully aware that the Petitioner is working for them under the 2nd Respondent is not all true. The 1st Respondent do not have any direct link with the Petitioner and the 1st Respondent is making payment only to the Society and not to any worker directly. The three conditions laid down by the Food Corporation of India Headquarters circular have not been fulfilled by the Petitioner as per the records maintained by Food Corporation of India which were submitted by the Society then and there. The Petitioner's name also was not found in the E.P.F. contribution list provided by the Society. If the Petitioner has really worked as a labourer in the 2nd Respondent Society, as alleged by him, his will be definitely available in the list of EPF contribution furnished to the 1st Respondent by the 2nd Respondent. The real dispute is not between the 1st Respondent and the Petitioner, it is only between the Petitioner and 2nd Respondent. The list of workers were furnished only by the General Secretary of the FCI Labour Union and not by the Society as alleged by the Petitioner.

The 1st Respondent has not direct link with the Petitioner or any other worker. The Food Corporation of India had enrolled the workers as per the list furnished by the National FCI Labour Union. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition of the Petitioner as there is no merit in the claim.

4. The averments in the Counter Statement filed by the II Party/Management. The Secretary, National FCI Co-operative Contract Labour Society Ltd., Tuticorin (hereinafter refers to as 2nd Respondent) are briefly as follows :—

The workman involved in this dispute is the member of the co-operative society and was engaged by the Society. It is a fact that the Food Corporation of India had extended various benefits to the labourers since they are the Principal employer and reimbursed the employer portion of EPF contribution, bonus etc. The Petitioner had complied with the three conditions for enrolling the worker in the direct payment system as per the circular issued by the Food Corporation of India Headquarters at New Delhi. The 2nd Respondent Society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Goods shed. The list contained 365 workers who were working in handling unit of the 2nd Respondent Society initially. At that time the Petitioner was working in the society and his services were needed by 2nd Respondent till the contract of society has ended on 27-4-97. So, the Petitioner was retained with the Society itself for discharging their duties after contract period was over and their work was not required. The name of the Petitioner was submitted to the 1st Respondent to put them also to absorb them under direct payment system as done for the other workers. The 1st Respondent however, refused to entertain the Petitioner to put him under direct payment system. Even before the formation of the Society, as per the guidance of the 1st Respondent the Petitioner was working with the 1st Respondent, the name of the Petitioner was not included in the initial list due to the reasons stated above and the contract was existing till 27-4-97. The list of 365 workers was furnished to the 1st Respondent for direct payment system from 1-1-97 effective from 1-5-96 and therefore, the Petitioner's name could not be included in the first list. Out of the list of 365 workers furnished to the 1st Respondent so far 35 workers have left the 1st Respondent on various grounds such as retired, terminated, expired and long absence. The Petitioner had unblemished record of service and he is a sincere worker. If he is absorbed in FCI he will perform the work of the Corporation very efficiently as before. The Petitioner who was working in the 2nd Respondent Society may be absorbed in to the service of the 1st Respondent Corporation. Meanwhile, the Food Corporation of India/ 1st Respondent had framed a scheme for direct payment system and took over 423 labourers in the DPS scheme w.e.f. 1-3-97. If the handling and transport contract is not discharged fully and satisfactorily and if there is any loss with contractual liability, the same will be

levied on the shoulders of the Society only. Therefore, the society had the obligation to discharge the contractual liability of transport contractor had to continue the services of the Petitioner upto the completion of the contract period 27-4-97. Thereafter, since the Food Corporation of India had not awarded any contract to the society, the Society had become defunct with effect from 28-4-97. The Society can sympathise the Petitioner only and could not give any employment opportunity, since the Society was left over without any contract from Food Corporation of India since 24-7-97. The 1st Respondent being the original employer for the workman, since the inception of the society for whom the workmen were deployed for the period from 28-4-91 till 27-4-97 and since their counterparts 423 labourers have been taken over by the Food Corporation of India under DPS scheme. The prayer of the Petitioner may be considered by the 1st Respondent Food Corporation of India management.

5. The 1st Respondent has filed a rejoinder for the Counter Statement of the 2nd Respondent. The averments in that rejoinder are briefly as follows :—

The allegations in the Counter Statement of the 2nd Respondent that the Petitioner compiled with the three conditions stipulated in the circular issued by the Food Corporation of India Headquarters is incorrect. All 365 workers in the list furnished by the Society on 21-2-97 were absorbed by the Food Corporation of India under direct payment system. At no point of time, the name of the Petitioner was submitted by the 2nd Respondent to the 1st Respondent. Further allegations of 2nd Respondent in their Counter Statement that the Petitioner has fulfilled the conditions stipulated and was working with the 1st Respondent even before the formation of society are not correct. Before the formation of the society, since the contract system was prevailing at that time, the contractors were remunerated for the work turned out by them on SOR basis. Only after the formation of the society, the 1st Respondent reimbursed the wages paid by the Society to workers and nowhere the 1st Respondent reimbursed the wages of the Petitioner. The name of the Petitioner was not furnished in the initial list by the 2nd Respondent because as per their declaration, his services were needed by the 2nd Respondent till the date of the termination of the transport contract. It is therefore, clear that the services of the Petitioner was utilised by the society for their purpose. The allegation of the 2nd Respondent in their Counter Statement that 35 workers have left the 1st Respondent on various grounds has nothing to do in this case. Out of the seven long absented workers, the services of five workers are re-induced into Food Corporation of India. Moreover the number of casual labourers furnished by the Society was 108 whereas the casual labourers as per norms required is only 64. The 1st Respondent was therefore, overburdened with excess 44 casual labourers. During this discussions held with the society on 21-2-97, the 2nd Respondent has stated that about 25 women casual labourers are attaining

their superannuation within two years and would be reduced subsequently. This was mutually agreed by both the Respondents to restrict the Casual Labourers as per norms gradually, notwithstanding the provision for replacement of superannuated worker under dependent quota. The allegation of the 2nd Respondent that 423 labourers have been inducted by the 1st Respondent is quite contrary to their statements made earlier in the Counter Statement. The present counter has been filed by the Ex-President of the defender Society without any legal sanction with the collusion of the workman.

6. When the matter was taken up for enquiry, no one has been examined as a witness on either side and no document has been marked as an exhibit on either side. The argument advanced by the learned counsel for the II Party/1st Respondent was heard. The counsel for the Petitioner and the counsel for the 2nd Respondent have not come forward to advance any arguments, inspite of sufficient opportunity was provided to them.

7. The point for my consideration is—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri A. Anantharaj, Transport Assistant, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 1-5-1996 onwards ? If not, to what relief is the workman entitled ?”

Point :—

This industrial dispute has been raised by the Petitioner/Workman challenging the action of the 1st Respondent management of Food Corporation of India, Tuticorin in denying enrolment for him under direct payment system from 1-5-96 onwards as unjustified. It is admitted that the 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors before 1990 and they have never remunerated any contract workers directly. It is the contention of the Petitioner that he worked under the contractor in M.G. Complex to execute the works like loading, unloading, storing, stacking and transport work of the 1st Respondent from 4-10-89 continuously without any break. The 1st Respondent in the Counter Statement has specifically denied this averment of the Petitioner in his Claim Statement, so it is for the Petitioner to prove strictly that he had worked for the 1st Respondent from 4-10-1989. The Petitioner has not let in oral or documentary evidence to prove his contention.

8. It is admitted that the Ministry of Labour, Government of India has prohibited the employment of contract labour and hence, the 1st Respondent Food Corporation of India encouraged the workers to form Labourers Co-operative Society and the work of handling contract has been awarded to the 2nd Respondent FCI Co-operative Contract Labour Society Ltd. formed by the workers. It is also admitted that the transport and handling

contract was awarded from 28-4-91 by the 1st Respondent Food Corporation of India and the said contract was extended up to 27-4-97. It is the definite allegation of the 1st Respondent that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. It is further alleged by the 1st Respondent that Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent erstwhile co-operative society in their Counter Statement has also stated that the Petitioner was working with the 1st Respondent even before the formation of the society as per the guidance of the 1st Respondent. This averment of the 2nd Respondent in their Counter Statement is in support of the contention of the Petitioner in his Claim Statement on this aspect. Neither the Petitioner nor the 2nd Respondent has let in any oral or documentary evidence to prove this contention. In the absence of one such proof, it cannot be said, when especially disputed by the 1st Respondent, the Petitioner has worked for the 1st Respondent from 4-10-89 onwards.

9. It is the specific averment of the 1st Respondent in their Counter Statement that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is incorrect and the Food Corporation of India is directly dealing with the labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent in their Counter Statement has stated that when the society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Good Shed for the 365 workers who were in the handling unit of the 2nd Respondent Society, the Petitioner was working in the Society itself for discharging their duties, even after the contract for the society has ended on 27-4-97. It is further alleged in the Counter Statement by the 2nd Respondent that the society had obligation to discharge the contractual liability of transport contract fully and satisfactorily and hence, the services of the Petitioner had to continue after the completion of the contract period 27-4-97. In proof of these averments of the Petitioner as well as the 2nd Respondent that the Petitioner's services were utilised by the 2nd Respondent society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas as per the direction of the 1st Respondent, no oral or documentary evidence has been let in either by the Petitioner or by the 2nd Respondent before this Tribunal. It is the specific averment of the 2nd Respondent in their Counter Statement that the services of the Petitioner was needed by the 2nd Respondent till the contract of society has ended on 27-4-97 and so the Petitioner was retained with the society itself for discharging their duties and their work was not required

after the contract period was over. They have not stated in the Counter Statement that the Petitioner's service was utilised by the 2nd Respondent Co-operative Society to the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas. But it is stated in the Counter Statement that the Petitioner was engaged by the Co-operative Society. It is the clear averment of the 1st Respondent in their Counter Statement that the Food Corporation of India had awarded contract for transportation and/or handling of food grains to the handling and transport contractor on the basis of tender enquiry and the contract is for the supply of labourers by the contractor for doing food handling operations and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. It is clearly stated in their Counter Statement that the contractor might have taken contract for doing any type of work and the employees of the contractor might have worked more than one place/organisation wherever the contractor might have taken contract and that payment towards handling of food stocks were being made by the Food Corporation of India to the contractors on the basis of ASOR and that the nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job and the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system. This has not been disputed by the 2nd Respondent, the National FCI Co-operative Contract Labour Societies Ltd. in their Counter Statement. So, under such circumstances, it cannot be said that the Petitioner was engaged continuously, as per the direction of the 1st Respondent, to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas. The Petitioner himself in his claim statement has averred that the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and as the service of the Petitioner was required. So on that admission of the fact, the Petitioner cannot have a right to claim to be absorbed for direct payment system when it was meant for head load labourers working with labour co-operative societies alone, as contended by the 1st Respondent in their Counter Statement. The averment of the 1st Respondent in their counter Statement that the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system has not been disputed as incorrect either by the 2nd Respondent co-operative society or by the Petitioner himself.

10. It is everybody's case that as per the decision of Food Corporation of India Headquarters, New Delhi taken in 1997 to implement direct payment system for the categories of handling labour, Sardar, Mandal and Ancillary labours three conditions were imposed that the worker already working there for the past three years who had worked for at least nine out of 12 months in the last

year preceding April, 1996 and EPF deductions were made for them. Though it is contended by the Petitioner as well as 2nd Respondent, the Petitioner had fulfilled all the three conditions, no acceptable evidence to that effect has been let in before this Tribunal either orally or by way of documentary evidence. It is specifically stated in the Counter Statement of the 1st Respondent that the Petitioner/Workman had not complied with those three conditions and hence he is not eligible to be absorbed as a labourer for direct payment system. It is the admission of the 2nd Respondent Co-operative Labour Contract Society that a list of workers for absorption for direct payment system has been furnished by the Secretary and President of the Labour Union and in that list, the name of the Petitioner was not included. It is confirmed by the 2nd Respondent in their Counter Statement that the names of 365 workers were furnished in the list given to the 1st Respondent for direct payment system from 1-1-1997. The 1st Respondent also in their Counter Statement has stated clearly that as per the circulars of Headquarters for the implementation of direct payment system of labour the bio-data from the labourers maintained by the concerned labour co-operative society was obtained in prescribed form as per the annexure II to the said circular and accordingly, as per the list furnished by the labour union, the 1st Respondent has implemented the direct payment system of labourers as per the Headquarters direction as absorption in one time. It is further alleged that the Petitioner's name was not included in the list furnished by them. From the available materials, it is seen that the name of the petitioner has not been mentioned in the list furnished by the Union to the 1st Respondent, since the service of the Petitioner was utilised by the 2nd Respondent Society for their own need. So under such circumstances, as rightly contended by the learned counsel for 1st Respondent Food Corporation of India Management, Tuticorin, the action of the 1st Respondent in denying enrolment of Sri A. Anantharaj, Transport Assistant Food Corporation of India, M.G. Complex Depot, Milavittan Good Shed under direct payment system from 1-5-1996 onwards is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the concerned workman Sri A. Anantharaj is not entitled for any relief.

No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2003.)

K. KARTHIKEYAN, Presiding Officer.

Witnesses Examined :—

On either side : None

Documents Exhibited :—

On either side : Nil

नई दिल्ली, 21 अप्रैल, 2003

का. आ. 1405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई (संदर्भ संख्या 152/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17/4/2003 को प्राप्त हुआ था।

[सं. एल.-22012/450/98-आईआर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 21st April, 2003

S.O. 1405.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 152/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute Between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 17/04/2003.

[No. L-22012/450/98-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, CHENNAI

Wednesday the 9th April, 2003

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 152/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 147/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of the District Manager & the Secretary, F.C.I.)

BETWEEN

Sri V.C. Paulraj : I Party/Workman

AND

1. The District Manager, Food Corporation of India, Tuticorin. : II Party/Management
2. The Secretary, The National FCI Co-operative Contract Labour Society Ltd. Tuticorin.

Appearance :

For the Workman	: Shri R. Arumugam &
	: N. Krishnakumar, Advocates
For the Respondent No 1	: Shri M. Imthias, Advocate.
For the Respondent No. 2	: Sri. S. Muthal Raj, Advocate.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-22012/450/98/IR (CM-II) dated 30-07-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 147/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 152/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-02-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the 1st Respondent were filed earlier before the Tamil Nadu State Industrial Tribunal, when the matter was pending before that Tribunal for adjudication and the Counter Statement of the 2nd Respondent and rejoinder of the 1st Respondent were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statements, rejoinder of the 1st Respondent, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri V.C. Paulraj, Transport Assistant, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri V.C. Paulraj (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Food Corporation of India, Tuticorin and the Secretary, National FCI Co-operative Contract Labour Society Ltd. Tuticorin, have been cited as 1st and 2nd Respondents in this industrial dispute.

The 1st Respondent Corporation is having storage depot at M.G. Complex and Good shed at Milavittan. Before 1990, the 1st Respondent executed the loading, unloading, storing, stacking and transport work through different individual contractors. The Petitioner worked under a contractor in M.G. Complex to execute the above works of the 1st Respondent from 4-10-1989 continuously without any break. During 1990, the Ministry of Labour by a Notification prohibited the employment of contract labour in various godowns/depots of the 1st Respondent Corporation in which process, operation or work of handling of food grains including loading and unloading by any means of transport, storage and stacking is carried on. In view of the said Notification, the 1st Respondent encouraged the workers working in the 1st Respondent Corporation including the Petitioner to form a workers co-operative society, so that the workers would continued to be engaged without any break. Based on their advise/guidance, the 2nd Respondent Co-operative Labour Contract Society was formed by the workers working in 1st Respondent Corporation and the same was registered. The Petitioner is a member of the said society. The 1st Respondent awarded the handling and transport contract to the 2nd Respondent society from 28-4-1991. The contract was initially given for two years and subsequently extended upto 27-4-1997. The workers/members of the 2nd Respondent Society was engaged to do the work of the 1st Respondent. The Petitioner was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas and other works/jobs of the 1st Respondent assigned by the 2nd Respondent from time to time. The Petitioner worked more than 240 days in each year without any break. The Respondent issued entry permits to the Petitioner and extended various benefits like P.F. bonus etc. The last drawn wages of the Petitioner is Rs. 1,000/- During 1997 the Food Corporation of India, Headquarters, New Delhi decided to implement direct payment system in the 1st Respondent for the categories of handling labour Sardar Mandal and Ancillary Labours. It seems that the conditions imposed for extending the benefit of direct payment system is (1) the workers already working there for the last three years (2) who had worked for at least nine out of 12 months in the last year preceding April, 1996 and (3) EPF deductions were being made for them. The 1st Respondent implemented the said order of Food Corporation of India, Headquarters, New Delhi, by absorbing the workers engaged through the 2nd

Respondent as per the list furnished by the Secretary/President of Labour Union. The workers working along with the Petitioner were absorbed stage by stage. The Petitioner was also under the impression that his name was also given along with the other workers and he would be absorbed as like other workers. In the meanwhile, the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and the services of the Petitioner was required. The 2nd Respondent requested the labour union to give the name of the Petitioner later. Hence, the Petitioner's name was not included in the first list. Further, the Petitioner understands that the 1st Respondent did not specify any time limit for furnishing the list of workers. When other workers who worked along with the Petitioner were absorbed on direct payment system by the 1st Respondent, the absorption of the Petitioner was delayed and therefore, the Petitioner approached the 2nd Respondent and the 2nd Respondent stated that the 1st Respondent will consider his case along with some of the workers left out. The 2nd Respondent's dialogue was protected for several months but the Respondents could not reach a solution favourable to the Petitioner. Then the Petitioner having no other option except to the approach the conciliation officer under section 2A of the Industrial Disputes Act, 1947. The 1st Respondent by letter dated 31-7-97 for the first time contended that the Petitioner did not fulfil three conditions stipulated by the Headquarters Food Corporation of India, New Delhi, but the said contention was totally incorrect when especially the 1st Respondent themselves aware that the Petitioner is working there for the past ten years continuously without any break and preceding April, 1996 he worked for more than nine months and EPF contributions were paid for the Petitioner from 1995 onwards. The 2nd Respondent by the letter dated 28-11-1997 confirmed the said fact and stated that the Petitioner fulfilled all the conditions. The Petitioner is in no way responsible for the act of the 2nd Respondent in not including his name. The 1st Respondent was fully aware that the Petitioner was working for them under the 2nd Respondent and earlier contractors right from 1989 onwards. The 1st Respondent never informed that his name was not included in the list and further no time limit was specified by the 1st Respondent for bringing the workers under the direct payment system. After failure of conciliation, the Central Govt. has referred this issue for adjudication by this Tribunal. The action of the 1st Respondent in denying the enrolment of the Petitioner under direct payment system from 1-5-96 is totally arbitrary, illegal and against law. It is purely a discrimination shown on the Petitioner, when especially similarly placed workers who were worked along with him were enrolled from 1-5-96, but the Petitioner alone was singled down by the 1st Respondent. There is no justification at all on the part of the 1st Respondent in denying the relief to the Petitioner when especially the 1st

Respondent themselves fully aware that the Petitioner is working for them and discharging duties for them as per their directions for several years and further complied with the conditions stipulated by the Food Corporation of India Headquarters, New Delhi. Juniors to the Petitioners were enrolled in the direct payment system under the 1st Respondent but the Petitioner, who is a senior, is left out since all the workers were taken on the rolls of the 1st Respondent, the 2nd Respondent labour contractor Society did not have any contract and consequently the Petitioner was without employment from 28-4-97. Due to the unjustified action of the 1st Respondent the Petitioner is without employment from 28-4-97. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the denial of enrolment of Petitioner under direct payment system from 1-5-96 by the 1st Respondent is not justified and pass an award directing the 1st Respondent to enrol the Petitioner under direct payment system from 1-5-96 and to pay all back wages, continuity of service and other attendant benefits to the Petitioner.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Tuticorin (hereinafter refers to as 1st Respondent) are briefly as follows :—

The 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors prior to 1990. They have never remunerated any contract workers directly and therefore, the allegation of the Petitioner that he had worked from 4-10-89 for the 1st Respondent has to be proved by the Petitioner himself before this Tribunal. The work of handling contract had been awarded to Contract Labour Co-operative Society formed by the workers. The transport and handling contract was finalised and awarded by the Senior Regional Manager, Food Corporation of India, Tamil Nadu Region, Chennai from 28-4-91. The said contract was extended upto 27-4-97. The allegation of the Petitioner that he was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. The Food Corporation of India is directly dealing with the Labour Co-operative Society and not with individuals such as the Petitioner, the 1st Respondent has not extended any benefits as alleged by the Petitioner in his Claim Statement and the Petitioner was never paid any wages by the 1st Respondent. as per the notification of Food Corporation of India Headquarters, New Delhi, the workers who satisfy the conditions imposed for extending benefits for direct payment system have been enrolled by the 1st Respondent as labourers under direct payment system. As per the Headquarters circular, the bio-data of the labourers maintained by the concerned labour co-operative society was obtained in prescribed form as per the Annexure III to the said circular and accordingly as per

the list furnished by the labour union, the 1st Respondent had implemented the direct payment system of labourers as per Headquarters direction. The workers engaged by the Co-operative Society as per the list furnished by the Secretary and the President of Labour Union on 22-7-97 during the meeting held at the Regional Office at Chennai in the presence of Senior Regional Manager Joint Manager (Finance & Accounts) and District Manager, Tuticorin, the workers were absorbed in one time as per the instructions from the Headquarters and not stage by stage as alleged by the Petitioner. The nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job. The head load labourers (workers) working with labour co-operative societies alone were entitled to work under direct payment system. The 1st Respondent had awarded contract for transportation and/or handling the food grains to the handling and transport contractors on the basis of tender enquiry and that the contract is for supply of labourers by the contractor for doing food handling operation and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. There is no provision in the contract for bearing any liability by Food Corporation of India on account of any such employee of the contractor who might have been engaged by him to do his office/clerical work. Such employees might have been employed by the contractor for his own convenience. Such employees of the contractor might have worked more than one place or organisation wherever the contractor might have taken the contract for doing any type of work. The payment towards handling of food stocks were being made by Food Corporation of India to the contractors on the basis of ASOR and for the actual volume of work performed as per the terms of the contract. As per the notification issued by the Ministry of Labour in 1991 prohibiting the employment of contract labour in many depots of Food Corporation of India does not cover the clerical or supervisory work. The Food Corporation of India nowhere maintained contractors or contract employees for clerical or supervisory work as it has its own regular staff/officers everywhere. Such regular employees/officers are appointed by Food Corporation of India after following the statutory provisions of Food Corporation of India Staff Regulations. There is no provision for the post of Transport Assistant in Food Corporation of India Staff Regulations. The induction of such employees as in question in FCI would mean backdoor entry of employees in Food Corporation of India. Direct Payment System labourers are not covered by FCI Staff Regulations. Direct Payment System Labourers having been there in Food Corporation of India right from 1973 for doing food handling operations in various depots all over the country and there is no provision for induction of employees under direct payment system for doing clerical or supervisory work. The averment of the Petitioner in his Claim Statement that the 1st Respondent are fully aware that the Petitioner is working for them under the 2nd

Respondent is not all true. The 1st Respondent do not have any direct link with the Petitioner and the 1st Respondent is making payment only to the Society and not to any worker directly. The three conditions laid down by the Food Corporation of India Headquarters circular have not been fulfilled by the Petitioner as per the records maintained by Food Corporation of India which were submitted by the Society then and there. The Petitioner's name also was not found in the E.P.F. contribution list provided by the Society. If the Petitioner has really worked as a labourer in the 2nd Respondent Society, as alleged by him, his will be definitely available in the list of EPF contribution furnished to the 1st Respondent by the 2nd Respondent. The real dispute is not between the 1st Respondent and the Petitioner, it is only between the Petitioner and 2nd Respondent. The list of workers were furnished only by the General Secretary of the FCI Labour Union and not by the Society as alleged by the Petitioner. The 1st Respondent has not direct link with the Petitioner or any other worker. The Food Corporation of India had enrolled the workers as per the list furnished by the National FCI Labour Union. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition of the Petitioner as there is no merit in the claim.

4. The averments in the Counter Statement filed by the II Party/Management. The Secretary, National FCI Co-operative Contract Labour Society Ltd., Tuticorin (hereinafter refers to as 2nd Respondent) are briefly as follows :—

The workman involved in this dispute is the member of the co-operative society and was engaged by the Society. It is a fact that the Food Corporation of India had extended various benefits to the labourers since they are the Principal employer and reimbursed the employer portion of EPF contribution, bonus etc. The Petitioner had complied with the three conditions for enrolling the worker in the direct payment system as per the circular issued by the Food Corporation of India Headquarters at New Delhi. The 2nd Respondent Society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Goods shed. The list contained 365 workers who were working in handling unit of the 2nd Respondent Society initially. At that time the Petitioner was working in the society and his services were needed by 2nd Respondent till the contract of society has ended on 27-4-97. So, the Petitioner was retained with the Society itself for discharging their duties after contract period was over and their work was not required. The name of the Petitioner was submitted to the 1st Respondent to put them also to absorb them under direct payment system as done for the other workers. The 1st Respondent however, refused to entertain the Petitioner to put him under direct payment system. Even before the formation of the Society, as per the guidance of the 1st Respondent the Petitioner was working with the 1st Respondent, the name of the Petitioner was not included

in the initial list due to the reasons stated above and the contract was existing till 27-4-97. The list of 365 workers was furnished to the 1st Respondent for direct payment system from 1-1-97 effective from 1-5-96 and therefore, the Petitioner's name could not be included in the first list. Out of the list of 365 workers furnished to the 1st Respondent so far 35 workers have left the 1st Respondent on various grounds such as retired, terminated, expired and long absence. The Petitioner had unblemished record of service and he is a sincere worker. If he is absorbed in FCI he will perform the work of the Corporation very efficiently as before. The Petitioner who was working in the 2nd Respondent Society may be absorbed in to the service of the 1st Respondent Corporation. Meanwhile, the Food Corporation of India/1st Respondent had framed a scheme for direct payment system and took over 423 labourers in the DPS scheme w.e.f. 1-3-97. If the handling and transport contractor is not discharged fully and satisfactorily and if there is any loss with contractual liability, the same will be levied on the shoulders of the Society only. Therefore, the society had the obligation to discharge the contractual liability of transport contractor had to continue the services of the Petitioner upto the completion of the contract period 27-4-97. Thereafter, since the Food Corporation of India had not awarded any contract to the society, the Society had become defunct with effect from 28-4-97. The Society can sympathies the Petitioner only and could not give any employment opportunity, since the Society was left over without any contract from Food Corporation of India since 24-7-97. The 1st Respondent being the original employer for the workman, since the inception of the society for whom the workmen were deployed for the period from 28-4-91 till 27-4-97 and since their counterparts 423 labourers have been taken over by the Food Corporation of India under DPS scheme. The prayer of the Petitioner may be considered by the 1st Respondent Food Corporation of India management.

5. The 1st Respondent has filed a rejoinder for the Counter Statement of the 2nd Respondent. The averments in that rejoinder are briefly as follows :—

The allegations in the Counter Statement of the 2nd Respondent that the Petitioner compiled with the three conditions stipulated in the circular issued by the Food Corporation of India Headquarters is incorrect. All the 365 workers in the list furnished by the Society on 21-2-97 were absorbed by the Food Corporation of India under direct payment system. At no point of time, the name of the Petitioner was submitted by the 2nd Respondent to the 1st Respondent. Further allegations of 2nd Respondent in their Counter Statement that the Petitioner has fulfilled the conditions stipulated and was working with the 1st Respondent even before the formation of society are not correct. Before the formation of the society, since the contract system was prevailing at that time, the contractors were remunerated for the work turned out by them on SOR

basis. Only after the formation of the society, the 1st Respondent reimbursed the wages paid by the Society to workers and nowhere the 1st Respondent reimbursed the wages of the Petitioner. The name of the Petitioner was not furnished in the initial list by the 2nd Respondent because as per their declaration, his services were needed by the 2nd Respondent till the date of the termination of the transport contract. It is therefore, clear that the services of the Petitioner was utilised by the society for their purpose. The allegation of the 2nd Respondent in their Counter Statement that 35 workers have left the 1st Respondent on various grounds has nothing to do in this case. Out of the seven long absentee workers, the services of five workers are re-induced into Food Corporation of India. Moreover the number of casual labourers furnished by the Society was 108 whereas the casual labourers as per norms required is only 64. The 1st Respondent was therefore, overburdened with excess 44 casual labourers. During this discussions held with the society on 21-2-97, the 2nd Respondent has stated that about 25 women casual labourers are attaining their superannuation within two years and would be reduced subsequently. This was mutually agreed by both the Respondents to restrict the Casual Labourers as per norms gradually, notwithstanding the provision for replacement of superannuated worker under dependent quota. The allegation of the 2nd Respondent that 423 labourers have been inducted by the 1st Respondent is quite contrary to their statements made earlier in the Counter Statement. The present counter has been filed by the Ex-President of the defunct Society without any legal sanction with the collusion of the workman.

6. When the matter was taken up for enquiry, no one has been examined as a witness on either side and no document has been marked as an exhibit on either side. The argument advanced by the learned counsel for the II Party/1st Respondent was heard. The counsel for the Petitioner and the counsel for the 2nd Respondent have not come forward to advance any arguments, inspite of sufficient opportunity was provided to them.

7. The point for my consideration is—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri V.C. Paulraj, Transport Assistant, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 1-5-1996 onwards ? If not, to what relief is the workman entitled ?”

Point :—

This industrial dispute has been raised by the Petitioner/Workman challenging the action of the 1st Respondent management of Food Corporation of India, Tuticorin in denying enrolment for him under direct payment system from 1-5-96 onwards as unjustified. It is admitted that the 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and

transporting work through private contractors before 1990 and they have never remunerated any contract workers directly. It is the contention of the Petitioner that he worked under the contractor in M.G. Complex to execute the works like loading, unloading, storing, stacking and transport work of the 1st Respondent from 4-10-89 continuously without any break. The 1st Respondent in the Counter Statement has specifically denied this averment of the Petitioner in his Claim Statement, so it is for the Petitioner to prove strictly that he had worked for the 1st Respondent from 4-10-1989. The Petitioner has not let in oral or documentary evidence to prove his contention.

8. It is admitted that the Ministry of Labour, Government of India has prohibited the employment of contract labour and hence, the 1st Respondent Food Corporation of India encouraged the workers to form Labourers Co-operative Society and the work of handling contract has been awarded to the 2nd Respondent FCI Co-operative Contract Labour Society Ltd. formed by the workers. It is also admitted that the transport and handling contract was awarded from 28-4-91 by the 1st Respondent Food Corporation of India and the said contract was extended up to 27-4-97. It is the definite allegation of the 1st Respondent that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. It is further alleged by the 1st Respondent that Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent erstwhile co-operative society in their Counter Statement has also stated that the Petitioner was working with the 1st Respondent even before the formation of the society as per the guidance of the 1st Respondent. This averment of the 2nd Respondent in their Counter Statement is in support of the contention of the Petitioner in his Claim Statement on this aspect. Neither the Petitioner nor the 2nd Respondent has let in any oral or documentary evidence to prove this contention. In the absence of one such proof, it cannot be said, when especially disputed by the 1st Respondent, the Petitioner has worked for the 1st Respondent from 4-10-89 onwards.

9. It is the specific averment of the 1st Respondent in their Counter Statement that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is incorrect and the Food Corporation of India is directly dealing with the labour Co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent in their Counter Statement has stated that when the society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Goodshed for the 365 workers who were in the

handling unit of the 2nd Respondent Society, the Petitioner was working in the Society itself for discharging their duties, even after the contract for the society has ended on 27-4-97. It is further alleged in the Counter Statement by the 2nd Respondent that the society had obligation to discharge the contractual liability of transport contract fully and satisfactorily and hence, the services of the Petitioner had to continue after the completion of the contract period 27-4-97. In proof of these averments of the Petitioner as well as the 2nd Respondent that the Petitioner's services were utilised by the 2nd Respondent society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas as per the direction of the 1st Respondent, no oral or documentary evidence has been let in either by the Petitioner or by the 2nd Respondent before this Tribunal. It is the specific averment of the 2nd Respondent in their Counter Statement that the services of the Petitioner was needed by the 2nd Respondent till the contract of society has ended on 27-4-97 and so the Petitioner was retained with the society itself for discharging their duties and their work was not required after the contract period was over. They have not stated in the Counter Statement that the Petitioner's service was utilised by the 2nd Respondent Co-operative Society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas. But it is stated in the Counter Statement that the Petitioner was engaged by the Co-operative Society. It is the clear averment of the 1st Respondent in their Counter Statement that the Food Corporation of India had awarded contract for transportation and/or handling of food grains to the handling and transport contractor on the basis of tender enquiry and the contract is for the supply of labourers by the contractor for doing food handling operations and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. It is clearly stated in their Counter Statement that the contractor might have taken contract for doing any type of work and the employees of the contractor might have worked more than one place/organisation wherever the contractor might have taken contract and that payment towards handling of food stocks were being made by the Food Corporation of India to the contractors on the basis of ASOR and that the nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job and the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system. This has not been disputed by the 2nd Respondent, the National FCI Co-operative Contract Labour Societies Ltd. in their Counter Statement. So, under such circumstances, it cannot be said that the Petitioner was engaged continuously, as per the direction of the 1st Respondent, to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas. The Petitioner himself in his claim statement has averred that the Petitioner was continued to be engaged in the

work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and as the service of the Petitioner was required. So on that admission of the fact, the Petitioner cannot have a right to claim to be absorbed for direct payment system when it was meant for head load labourers working with labour co-operative societies alone, as Contended by the 1st Respondent in their Counter Statement. The averment of the 1st Respondent in their Counter Statement that the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system has not been disputed as incorrect either by the 2nd Respondent co-operative society or by the Petitioner himself.

10. It is everybody's case that as per the decision of Food Corporation of India Headquarters, New Delhi taken in 1997 to implement direct payment system for the categories of handling labour, Sardar, Mandal and Ancillary labours three conditions were imposed that the worker already working therefore the past three years who had worked for at least nine out of 12 months in the last year preceding April, 1996 and EPF deductions were made for them. Though it is contended by the Petitioner as well as 2nd Respondent, the Petitioner had fulfilled all the three conditions, no acceptable evidence to that effect has been let in before this Tribunal either orally or by way of documentary evidence. It is specifically stated in the Counter Statement of the 1st Respondent that the Petitioner/Workman had not complied with those three conditions and hence he is not eligible to be absorbed as a labourer for direct payment system. It is the admission of the 2nd Respondent Co-operative Labour Contract Society that a list of workers for absorption for direct payment system has been furnished by the Secretary and President of the Labour Union and in that list, the name of the Petitioner was not included. It is confirmed by the 2nd Respondent in their Counter Statement that the names of 365 workers were furnished in the list given to the 1st Respondent for direct payment system from 1-I-1997. The 1st Respondent also in their Counter Statement has stated clearly that as per the circulars of Headquarters for the implementation of direct payment system of labour the bio-data from the labourers maintained by the concerned labour co-operative society was obtained in prescribed form as per the annexure III to the said circular and accordingly, as per the list furnished by the labour union, the 1st Respondent has implemented the direct payment system of labourers as per the Headquarters direction as absorption in one time. It is further alleged that the Petitioner's name was not included in the list furnished by them. From the available materials, it is seen that the name of the petitioner has not been mentioned in the list furnished by the Union to the 1st Respondent, since the service of the Petitioner was utilised by the 2nd Respondent Society for their own need. So under such circumstances, as rightly

contended by the learned counsel for 1st Respondent Food Corporation of India Management, Tuticorin, the action of the 1st Respondent in denying enrolment of Sri V.C. Paulraj, Transport Assistant Food Corporation of India, M.G. Complex Depot, Milavittan Good Shed under direct payment system from 1-5-1996 onwards is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the concerned workman Sri V. C. Paulraj is not entitled for any relief.

No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Exhibited :—

On either side : Nil

नई दिल्ली, 21 अप्रैल, 2003

का. आ. 1406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई (संदर्भ संख्या 166/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2003 को प्राप्त हुआ था।

[सं. एल.-22012/448/98-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 21st April, 2003

S.O. 1406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 17-04-2003.

[No. L-22012/448/98-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, CHENNAI

Wednesday, the 9th April, 2003

PRESENT :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 166/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 162/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of the District Manager & the Secretary, F.C.I.)

BETWEEN

Sri V.K. Lingam : I Party/Workman

AND

1. The District Manager, II Party/
Food Corporation of India, Management
Tuticorin.

2. The Secretary,
The National
FCI Co-operative
Contract Labour Society
Ltd. Tuticorin.

APPEARANCE:

For the Workman : Shri R. Arumugam
&

: N. Krishnakumar,
Advocates

For the Respondent No 1 : Shri M. Imthias,
Advocate.

For the Respondent No. 2 : Sri. S. Muthal Raj,
Advocate.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-22012/448/98/IR (CM-II) dated 30-07-99/03-08-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 162/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 166/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 05-02-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side alongwith their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the 1st Respondent were filed earlier before the Tamil Nadu State Industrial Tribunal, when the matter was

pending before that Tribunal for adjudication and the Counter Statement of the 2nd Respondent and rejoinder of the 1st Respondent were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statements, rejoinder of the 1st Respondent, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party Management alone and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

"Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri V.K. Lingam, Transport Assistant, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?"

2. The averments in the Claim Statement filed by the II Party/Workman Sri V.K. Lingam (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Food Corporation of India, Tuticorin and the Secretary, National FCI Co-operative Contract Labour Society Ltd. Tuticorin, have been cited as 1st and 2nd Respondents in this Industrial dispute.

The 1st Respondent Corporation is having storage depot at M.G. Complex and Goodshed at Milavittan. Before 1990, the 1st Respondent executed the loading, unloading, storing, stacking and transport work through different individual contractors. The Petitioner worked under a contractor in M.G. Complex to execute the above works of the 1st Respondent from 4-10-1989 continuously without any break. During 1990, the Ministry of Labour by a Notification prohibited the employment of contract labour in various godowns/depots of the 1st Respondent Corporation in which process, operation or work of handling of foodgrains including loading and unloading by any means of transport, storage and stacking is carried on. In view of the said Notification, the 1st Respondent encouraged the workers working in the 1st Respondent Corporation including the Petitioner to form a workers co-operative society, so that the workers would continue to be engaged without any break. Based on their advise/guidance, the 2nd Respondent Co-operative Labour Contract Society was formed by the workers working in 1st Respondent Corporation and the same was registered. The Petitioner is a member of the said society. The 1st Respondent awarded the handling and transport contract to the 2nd Respondent society from 28-4-1991. The contract was initially given for two years and subsequently extended upto 27-4-1997. The workers/members of the 2nd

Respondent Society was engaged to do the work of the 1st Respondent. The Petitioner was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas and other works/jobs of the 1st Respondent assigned by the 2nd Respondent from time to time. The Petitioner worked more than 240 days in each year without any break. The Respondents issued entry permits to the Petitioner and extended various benefits like P.F. bonus etc. The last drawn wages of the Petitioner is Rs-1,000/- During 1997 the Food Corporation of India, Headquarters, New Delhi decided to implement direct payment system in the 1st Respondent for the categories of handling labour Sardar Mandal and Ancillary Labours. It seems that the conditions imposed for extending the benefit of direct payment system is (i) the workers already working there for the last three years (ii) who had worked for at least nine out of 12 months in the last year preceding April, 1996 and (iii) EPF deductions were being made for them. The 1st Respondent implemented the said order of Food Corporation of India, Headquarters, New Delhi, by absorbing the workers engaged through the 2nd Respondent as per the list furnished by the Secretary/President of Labour Union. The workers working alongwith the Petitioner were absorbed stage by stage. The Petitioner was also under the impression that his name was also given alongwith the other workers and he would be absorbed as like other workers. In the meanwhile, the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G.Complex and other areas, since the transport contract was continued and the services of the Petitioner was required. The 2nd Respondent requested the labour union to give the name of the Petitioner later. Hence, the Petitioner's name was not included in the first list. Further, the Petitioner understands that the 1st Respondent did not specify any time limit for furnishing the list of workers. When the other workers who worked alongwith the Petitioner were absorbed on direct payment system by the 1st Respondent, the absorption of the Petitioner was delayed and therefore, the Petitioner approached the 2nd Respondent and the 2nd Respondent stated that the 1st Respondent will consider his case along with some of the workers left out. The 2nd Respondent's dialogue was prolonged for several months but the Respondents could not reach a solution favourable to the Petitioner. Then the Petitioner having no other option except to approach the conciliation officer under section 2A of the Industrial Disputes Act, 1947. The 1st Respondent by letter dated 31-7-97 for the first time contended that the Petitioner did not fulfil three conditions stipulated by the Headquarters Food Corporation of India, New Delhi, but the said contention was totally incorrect when especially the 1st Respondent themselves aware that the Petitioner is working there for the past ten years continuously without any break and preceding April, 1996 he worked for more than nine

months and EPF contributions were paid for the Petitioner from 1995 onwards. The 2nd Respondent by the letter dated 28-11-1997 confirmed the said fact and stated that the Petitioner fulfilled all the conditions. The Petitioner is in no way responsible for the act of the 2nd Respondent in not including his name. The 1st Respondent was fully aware that the Petitioner was working for them under the 2nd Respondent and earlier contractors right from 1989 onwards. The 1st Respondent never informed that his name was not included in the list and further no time limit was specified by the 1st Respondent for bringing the workers under the direct payment system. After failure of conciliation, the Central Govt. has referred this issue for adjudication by this Tribunal. The action of the 1st Respondent in denying the enrolment of the Petitioner under direct payment system from 1-5-96 is totally arbitrary, illegal and against law. It is purely a discrimination shown on the Petitioner, when especially similarly placed workers who were worked along with him were enrolled from 1-5-96, but the Petitioner alone was singled down by the 1st Respondent. There is no justification at all on the part of the 1st Respondent in denying the relief to the Petitioner when especially the 1st Respondent themselves fully aware that the Petitioner is working for them and discharging duties for them as per their directions for several years and further complied with the conditions stipulated by the Food Corporation of India Headquarters, New Delhi. Juniors to the Petitioners were enrolled in the direct payment system under the 1st Respondent but the Petitioner, who is a senior, is left out since all the workers were taken on the rolls of the 1st Respondent, the 2nd Respondent labour contractor Society did not have any contract and consequently the Petitioner was without employment from 28-4-97. Due to the unjustified action of the 1st Respondent the Petitioner is without employment from 28-4-97. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the denial of enrolment of Petitioner under direct payment system from 1-5-96 by the 1st Respondent is not justified and pass an award directing the 1st Respondent to enrol the Petitioner under direct payment system from 1-5-96 and to pay all back wages, continuity of service and other attendant benefits to the Petitioner.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Tuticorin (hereinafter refers to as 1st Respondent) are briefly as follows:—

The 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors prior to 1990. They have never remunerated any contract workers directly and therefore, the allegation of the Petitioner that he had worked from 4-10-89 for the 1st Respondent has to be proved by the Petitioner himself before this Tribunal. The work of handling contract had been awarded to Contract Labour Co-operative Society

formed by the workers. The transport and handling contract was finalised and awarded by the Senior Regional Manager, Food Corporation of India, Tamil Nadu Region, Chennai from 28-4-91. The said contract was extended upto 27-4-97. The allegation of the Petitioner that he was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. The Food Corporation of India is directly dealing with the Labour Co-operative Society and not with individuals such as the Petitioner, the 1st Respondent has not extended any benefits as alleged by the Petitioner in his Claim Statement and the Petitioner was never paid any wages by the 1st Respondent. As per the notification of Food Corporation of India Headquarters, New Delhi, the workers who satisfy the conditions imposed for extending benefits for direct payment system have been enrolled by the 1st Respondent as labourers under direct payment system. As per the Headquarters circular, the bio-data of the labourers maintained by the concerned labour co-operative society was obtained in prescribed forma as per the Annexure III to the said circular and accordingly as per the list furnished by the labour union, the 1st Respondent had implemented the direct payment system of labourers as per Headquarters direction. The workers engaged by the Co-operative Society as per the list furnished by the Secretary and the President of Labour Union on 22-7-97 during the meeting held at the Regional Office at Chennai in the presence of Senior Regional Manager Joint Manager, (Finance & Accounts) and District Manager, Tuticorin, the workers were absorbed in one time as per the instructions from the Headquarters and not stage by stage as alleged by the Petitioner. The nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job. The head load labourers (workers) working with labour co-operative societies alone were entitled to work under direct payment system. The 1st Respondent had awarded contract for transportation and/or handling the food grains to the handling and transport contractors on the basis of tender enquiry and that the contract is for supply of labourers by the contractor for doing food handling operation and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. There is no provision in the contract for bearing any liability by Food Corporation of India on account of any such employee of the contractor who might have been engaged by him to do his office/clerical work. Such employees might have been employed by the contractor for his own convenience. Such employees of the contractor might have worked more than one place or organisation wherever the contractor might have taken the contract for doing any type of work. The payment towards handling of food stocks were being made by Food Corporation of India to the contractors on the basis of ASOR and for the actual volume of work performed as per the terms of the contract. As per the notification issued by

the Ministry of Labour in 1991 prohibiting the employment of contract labour in many depots of Food Corporation of India does not cover the clerical or supervisory work. The Food Corporation of India nowhere maintained contractors or contract employees for clerical or supervisory work as it has its own regular staff/officers everywhere. Such regular employees/officers are appointed by Food Corporation of India after following the statutory provisions of Food Corporation of India Staff Regulations. There is no provision for the post of Transport Assistant in Food Corporation of India Staff Regulations. The induction of such employees as in question in FCI would mean backdoor entry of employees in Food Corporation of India. Direct Payment System labourers are not covered by FCI Staff Regulations. Direct Payment System Labourers having been there in Food Corporation of India right from 1973 for doing food handling operations in various depots all over the country and there is no provision for induction of employees under direct payment system for doing clerical or supervisory work. The averment of the Petitioner in his Claim Statement that the 1st Respondent are fully aware that the Petitioner is working for them under the 2nd Respondent is not all true. The 1st Respondent do not have any direct link with the Petitioner and the 1st Respondent is making payment only to the Society and not to any worker directly. The three conditions laid down by the Food Corporation of India Headquarters circular have not been fulfilled by the Petitioner as per the records maintained by Food Corporation of India which were submitted by the Society then and there. The Petitioner's name also was not found in the E.P.F contribution list provided by the Society. If the Petitioner has really worked as a labourer in the 2nd Respondent Society, as alleged by him, his will be definitely available in the list of EPF contribution furnished to the 1st Respondent by the 2nd Respondent. The real dispute is not between the 1st Respondent and the Petitioner, it is only between the Petitioner and 2nd Respondent. The list of workers were furnished only by the General Secretary of the FCI Labour Union and not by the Society as alleged by the Petitioner. The 1st Respondent has no direct link with the Petitioner or any other worker. The Food Corporation of India had enrolled the workers as per the list furnished by the National FCI Labour Union. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition of the Petitioner as there is no merit in the claim.

4. The averments in the Counter Statement filed by the II Party/Management The Secretary, National FCI Co-operative Contract Labour Society Ltd., Tuticorin (hereinafter refers to as 2nd Respondent) are briefly as follows:—

The workman involved in this dispute is the member of the co-operative society and was engaged by the Society. It is a fact that the Food Corporation of India had extended various benefits to the labourers since they are the Principal

employer and reimbursed the employer portion of EPF contribution, bonus etc. The Petitioner had complied with the three conditions for enrolling the worker in the direct payment system as per the circular issued by the Food Corporation of India Headquarters at New Delhi. The 2nd Respondent Society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Goods shed. The list contained 365 workers who were working in handling unit of the 2nd Respondent Society initially. At that time the Petitioner was working in the society and his services were needed by 2nd Respondent till the contract of society has ended on 27-4-97. So, the Petitioner was retained with the Society itself for discharging their duties after contract period was over and their work was not required. The name of the Petitioner was submitted to the 1st Respondent to put them also to absorb them under direct payment system as done for the other workers. The 1st Respondent however, refused to entertain the Petitioner to put him under direct payment system. Even before the formation of the Society, as per the guidance of the 1st Respondent the Petitioner was working with the 1st Respondent, the name of the Petitioner was not included in the initial list due to the reasons stated above and the contract was existing till 27-4-97. The list of 365 workers was furnished to the 1st Respondent for direct payment system from 1-1-97 effective from 1-5-96 and therefore the Petitioner's name could not be included in the first list. Out of the list of 365 workers furnished to the 1st Respondent so far 35 workers have left the 1st Respondent on various grounds such as retired, terminated, expired and long absence. The Petitioner had unblemished record of service and he is a sincere worker. If he is absorbed in FCI he performs the work of the corporation very efficiently as before. The Petitioner who was working in the 2nd Respondent Society may be absorbed in to the service of the 1st Respondent corporation. Meanwhile, the Food Corporation of India 1st Respondent had framed a scheme for direct payment system and took over 423 labourers in the DPS scheme w.e.f. 1-3-97. If the handling and transport contract is not discharged fully and satisfactorily and if there is any loss with contractual liability, the same will be levied on the shoulders of the Society only. Therefore, the society had the obligation to discharge the contractual liability of transport contractor had to continue the services of the Petitioner upto the completion of the contract period 27-4-97. Thereafter, since the Food Corporation of India had not awarded any contract to the society, the Society had become defunct with effect from 28-4-97. The Society can sympathise the Petitioner only could not give any employment opportunity, since the Society was left over without any contract from Food Corporation of India since 24-7-97. The 1st Respondent being the original employer for the workman, since the inception of the society for whom the workmen were deployed for the period from 28-4-91 till 27-4-97 and since their counterparts 423 labourers have been taken over by the Food Corporation of India

under DPS scheme. The prayer of the Petitioner may be considered by the 1st Respondent Food Corporation of India management.

5. The 1st Respondent has filed a rejoinder for the Counter Statement of the 2nd Respondent. The averments in that rejoinder are briefly as follows: -

The allegations in the Counter Statement of the 2nd Respondent that the Petitioner complied with the three conditions stipulated in the circular issued by the Food Corporation of India Headquarters is incorrect. All the 365 workers in the list furnished by the Society on 21-2-97 were absorbed by the Food Corporation of India under direct payment system. At no point of time, the name of the Petitioner was submitted by the 2nd Respondent to the 1st Respondent. Further allegations of 2nd Respondent in their Counter Statement that the Petitioner has fulfilled the conditions stipulated and was working with the 1st Respondent even before the formation of society are not correct. Before the formation of the society, since the contract system was prevailing at that time, the contractors were remunerated for the work turned out by them on SOR basis. Only after the formation of the society, the 1st Respondent reimbursed the wages paid by the Society to workers and nowhere the 1st Respondent reimbursed the wages of the Petitioner. The name of the Petitioner was not furnished in the initial list by the 2nd Respondent because as per their declaration, his services were needed by the 2nd Respondent till the date of the termination of the transport contract. It is therefore, clear that the services of the Petitioner was utilised by the society for their purpose. The allegation of the 2nd Respondent in their Counter Statement that 35 workers have left the 1st Respondent on various grounds has nothing to do in this case. Out of the seven long absented workers, the services of five workers are re-induced into Food Corporation of India. Moreover the number of casual labourers furnished by the Society was 108 whereas the casual labourers as per norms required is only 64. The 1st Respondent was therefore, overburdened with excess 44 casual labourers. During the discussions held with the society on 21-2-97, the 2nd Respondent has stated that about 25 women casual labourers are attaining their superannuation within two years and would be reduced subsequently. This was mutually agreed by both the Respondents to restrict the Casual Labourers as per norms gradually, notwithstanding the provision for replacement of superannuated worker under dependent quota. The allegation of the 2nd Respondent that 423 labourers have been inducted by the 1st Respondent is quite contrary to their statements made earlier in the Counter Statement. The present counter has been filed by the Ex-President of the defunct Society without any legal sanction with the collusion of the workman.

6. When the matter was taken up for enquiry, no one has been examined as a witness on either side and no document has been marked as an exhibit on either side.

The argument advanced by the learned counsel for the 11 Party/Respondent was heard. The counsel for the Petitioner and the counsel for the 2nd Respondent have not come forward to advance any arguments, in spite of sufficient opportunity was provided to them.

7. The point for my consideration is -

"Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri V.K. Lingam, Transport Assistant, FCI, MG complex Depot, Milavittan Goodshed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?"

Point: -

This industrial dispute has been raised by the Petitioner/ Workman challenging the action of the 1st Respondent management of Food Corporation of India, Tuticorin in denying enrolment for him under direct payment system from 1-5-96 onwards as unjustified. It is admitted that the 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G.Complex executed handling and transporting work through private contractors before 1990 and they have never remunerated any contract workers directly. It is the contention of the Petitioner that he worked under the contractor in M.G. Complex to execute the works like loading, unloading, storing, stacking and transport work of the 1st Respondent from 4-10-89 continuously without any break. The 1st Respondent in their Counter Statement has specifically denied this averment of the Petitioner in his Claim Statement, so it is for the Petitioner to prove strictly that he had worked for the 1st Respondent from 4-10-1989. The Petitioner has not let in oral or documentary evidence to prove his contention.

8. It is admitted that the Ministry of Labour, Government of India has prohibited the employment of contract labour and hence, the 1st Respondent Food Corporation of India encouraged the workers to form Labourers Co-operative Society and the work of handling contract had been awarded to the 2nd Respondent FCI Co-operative Contract Labour Society Ltd. formed by the workers. It is also admitted that the transport and handling contract was awarded from 28-4-91 by the 1st Respondent Food Corporation of India and the said contract was extended up to 27-4-97. It is the definite allegation of the 1st Respondent that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. It is further alleged by the 1st Respondent that Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent erstwhile co-operative society in their Counter Statement has also stated that the Petitioner was working with the 1st Respondent even before the formation of the society as per the guidance of the 1st Respondent. This

avement of the 2nd Respondent in their Counter Statement is in support of the contention of the Petitioner in his Claim Statement on this aspect. Neither the Petitioner nor the 2nd Respondent has let in any oral or documentary evidence to prove this contention. In the absence of one such proof, it cannot be said, when especially disputed by the 1st Respondent, the Petitioner had worked for the 1st Respondent from 4-10-89 onwards.

9. It is the specific averment of the 1st Respondent in their Counter Statement that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is incorrect and the Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent in their Counter Statement has stated that when the society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Good Shed for the 365 workers who were in handling unit of the 2nd Respondent Society, the Petitioner was working in the Society itself for discharging their duties, even after the contract for the society has ended on 27-4-97. It is further alleged in the Counter Statement by the 2nd Respondent that the society had obligation to discharge the contractual liability of transport contract fully and satisfactorily and hence, the services of the Petitioner had to continue after the completion of the contract period 27-4-97. In proof of these averments of the Petitioner as well as the 2nd Respondent that the Petitioner's services were utilised by the 2nd Respondent society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas as per the direction of the 1st Respondent, no oral or documentary evidence has been let in either by the Petitioner or by the 2nd Respondent before this Tribunal. It is the specific averment of the 2nd Respondent in their Counter Statement that the services of the Petitioner was needed by the 2nd Respondent till the contract of society has ended on 27-4-97 and so the Petitioner was retained with the society itself for discharging their duties and their work was not required after the contract period was over. They have not stated in the Counter Statement that the Petitioner's service was utilised by the 2nd Respondent Co-operative Society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas. But it is stated in the Counter Statement that the Petitioner was engaged by the Co-operative Society. It is the clear averment of the 1st Respondent in their Counter Statement that the Food Corporation of India had awarded contract for transportation and/or handling of food grains to the handling and transport contractor on the basis of tender enquiry and the contract is for the supply of labourers by the contractor for doing food handling operations and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work.

It is clearly stated in their Counter Statement that the contractor might have taken contract for doing any type of work and the employees of the contractor might have worked more than one place/organisation wherever the contractor might have taken contract and that payment towards handling of food stocks were being made by the Food Corporation of India to the contractors on the basis of ASOR and that the nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job and the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system. This has not been disputed by the 2nd Respondent, the National FCI Co-operative Contract Labour Society Ltd. in their Counter Statement. So, under such circumstances, it cannot be said that the Petitioner was engaged continuously; as per the direction of the 1st Respondent, to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas. The Petitioner himself in his Claim Statement has averred that the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and as the service of the Petitioner was required. So on that admission of the fact, the Petitioner cannot have a right to claim to be absorbed for direct payment system, when it was meant for head load labourers working with labour co-operative Societies alone, as contended by the 1st Respondent in their Counter Statement. The averment of the 1st Respondent in their Counter Statement that the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system has not been disputed as incorrect either by the 2nd Respondent Co-operative Society or by the Petitioner himself.

10. It is everybody's case that as per the decision of Food Corporation of India Headquarters, New Delhi taken in 1997 to implement direct payment system for the categories of handling labour, Sardar, Mandal and Ancillary labours three conditions were imposed that the worker already working there for the past three years who had worked for at least nine out of 12 months in the last year preceding April, 1996 and EPF deductions were made for them. Though it is contended by the Petitioner as well as 2nd Respondent, the Petitioner had fulfilled all the three conditions, no acceptable evidence to that effect has been let in before this Tribunal either orally or by way of documentary evidence. It is specifically stated in the Counter Statement of the 1st Respondent that the Petitioner/Workman had not complied with those three conditions and hence he is not eligible to be absorbed as a labourer for direct payment system. It is the admission of the 2nd Respondent Co-operative Labour Contract Society that a list of workers for absorption for direct payment system has been furnished by the Secretary and President of the Labour Union and in that list, the name of the Petitioner was not included. It is confirmed by the

2nd Respondent in their Counter Statement that the names of 365 workers were furnished in the list given to the 1st Respondent for direct payment system from 1-1-1997. The 1st Respondent also in their Counter Statement has stated clearly that as per the circulars of Headquarters for the implementation of direct payment system of labour the bio-data from the labourers maintained by the concerned labour co-operative society, was obtained in prescribed form as per the Annexure III to the said circular and accordingly, as per the list furnished by the labour union, the 1st Respondent has implemented the direct payment system of labourers as per the Headquarters direction as absorption in one time. It is further alleged that the Petitioner's name was not included in the list furnished by them. From the available materials, it is seen that the name of the Petitioner has not been mentioned in the list furnished by the Union to the 1st Respondent, since the service of the Petitioner was utilised by the 2nd Respondent Society for their own need. So under such circumstances, as rightly contended by the learned counsel for 1st Respondent Food Corporation of India Management, Tuticorin, the action of the 1st Respondent in denying enrolment of Sri V. K. Lingam, Transport Assistant Food Corporation of India, M.G. Complex Depot, Milavittan Good Shed under direct payment system from 1-5-1996 onwards is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the concerned workman Sri V. K. Lingam is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witness Examined:—

On either side : None

Documents exhibited:—

On either side : Nil

नई दिल्ली, 21 अप्रैल, 2003

का. आ. 1407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार अधिकरण चेन्नई (संदर्भ संख्या 165/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/434/98-आई. आर. (सी. II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 21st April, 2003

S.O. 1407.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 165/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 17-04-2003.

[No. L-22012/434/98-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM LABOUR COURT,
CHENNAI**

Wednesday the 9th April, 2003

Present: K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 165/2001

Tamil Nadu State Industrial Tribunal I.D. No. 161/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman and the Management of the District Manager & the Secretary, F.C.I.)

BETWEEN

Sri. K. Murugan : I Party/Workman

AND

1. The District Manager, II Party/Management
Food Corporation of India, Tuticorin.

2. The Secretary,
The National FCI Co-operative
Contract Labour Society Ltd., Tuticorin.

Appearance :

For the Workman : Sri R. Armmugam & N.
Krishnakumar, Advocates

For the Respondent No. 1 : Sri M. Imthias, Advocate

For the Respondent No. 2 : Sri S. Muthal Raj.,
Advocate.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No.L 22012/434/98/IR(CM-II) dated 30-7-99/3-9-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where the same was taken on file as I.D. No. 161/99. When the matter was pending enquiry in that Tribunal, Government of India

Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D.No.165/2001 and notices were sent to the counsel on record on either side informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 5-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the 1st Respondent were filed earlier before the Tamil Nadu State Industrial Tribunal, when the matter was pending before that Tribunal for adjudication and the Counter Statement of the 2nd Respondent and rejoinder of the 1st Respondent were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statements, rejoinder of the 1st Respondent, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri K. Murugan, Transport Assistant, Milavittan Goodshed under direct payment system from 1-05-1996 onwards? If not, to what relief is the workman entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri K. Murugan (hereinafter refers to as Petitioner) are briefly as follows:—

The II Party/Management Food Corporation of India, Tuticorin and the Secretary, National FCI Co-operative Contract Labour Society Ltd. Tuticorin, have been cited as 1st and 2nd Respondents in this industrial dispute.

The 1st Respondent Corporation is having storage depot at M.G. Complex and Good shed at Milavittan. Besides 1990, the 1st Respondent executed the loading, unloading, storing, stacking, and transport work through different individual contractors. The Petitioner worked under a contractor in M.G. Complex to execute the above works of the 1st Respondent from 5-10-1989 continuously without any break. During 1990, the Ministry of Labour by a Notification prohibited the employment of contract labour in various godowns/depots of the 1st Respondent Corporation in which process, operation or work of handling

of food grains including loading and unloading by any means of transport, storage and stacking is carried on. In view of the said Notification, the 1st Respondent encouraged the workers working in the 1st Respondent Corporation including the Petitioner to form a workers co-operative society, so that the workers would continue to be engaged without any break. Based on their advice/guidance, the 2nd Respondent Co-operative Labour Contract Society was formed by the workers working in 1st Respondent Corporation and the same was registered. The Petitioner is a member of the said society. The 1st Respondent awarded the handling and transport contract to the 2nd Respondent society from 28-4-1991. The contract was initially given for two years and subsequently extended upto 27-4-1997. The workers/members of the 2nd Respondent Society was engaged to do the work of the 1st Respondent. The Petitioner was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas and other works/jobs of the 1st Respondent assigned by the 2nd Respondent from time to time. The petitioner worked more than 240 days in each year without any break. The Respondents issued entry permits to the Petitioner and extended various benefits like P.F. bonus etc. The last drawn wages of the Petitioner is Rs. 1,000/- During 1997 the Food Corporation of India, Headquarters, New Delhi decided to implement direct payment system in the 1st Respondent for the categories of handling labour Sardar Mandal and Ancillary Labours. It seems that the conditions imposed for extending the benefit of direct payment system is (1) the workers already working therefore the last three years (2) who had worked for at least nine out of 12 months in the last year preceding April, 1996 and (3) EPF deductions were being made for them. The 1st Respondent implemented the said order of Food Corporation of India, Headquarters, New Delhi, by absorbing the workers engaged through the 2nd Respondent as per the list furnished by the Secretary/President of Labour Union. The workers working along with the Petitioner were absorbed stage by stage. The Petitioner was also under the impression that his name was also given along with the other workers and he would be absorbed as like other workers. In the meanwhile, the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and the services of the Petitioner was required. The 2nd Respondent requested the labour union to give the name of the Petitioner later. Hence, the Petitioner's name was not included in the first list. Further, the Petitioner understands that the 1st Respondent did not specify any time limit for furnishing the list of workers. When the other workers who worked along with the Petitioner were absorbed on direct payment system by the 1st Respondent, the absorption of the Petitioner was delayed and therefore, the Petitioner approached the 2nd Respondent and the

2nd Respondent stated that the 1st Respondent will consider his case along with some of the workers left out. The 2nd Respondent's dialogue was protected for several months but the Respondent could not reach a solution favourable to the Petitioner. Then the Petitioner having no other option except to approach the conciliation officer under section 2A of the Industrial Disputes Act, 1947. The 1st Respondent by letter dated 31-7-1997 for the first time contended that the Petitioner did not fulfil three conditions stipulated by the Headquarters Food Corporation of India, New Delhi, but the said contention was totally incorrect when especially the 1st Respondent themselves aware that the Petitioner is working there for the past ten years continuously without any break and preceding April, 1996 he worked for more than nine months and EPF contributions were paid for the Petitioner from 1995 onwards. The 2nd Respondent by the letter dated 28-11-1997 confirmed the said fact and stated that the Petitioner fulfilled all the conditions. The Petitioner is in no way responsible for the act of the 2nd Respondent in not including his name. The 1st Respondent was fully aware that the petitioner was working for them under the 2nd Respondent and earlier contractors right from 1989 onwards. The 1st Respondent never informed that his name was not included in the list and further no time limit was specified by the 1st Respondent for bringing the workers under the direct payment system. After failure of conciliation, the Central Govt. has referred this issue for adjudication by this Tribunal. The action of the 1st Respondent in denying the enrolment of the Petitioner under direct payment system from 1-5-96 is totally arbitrary, illegal and against law. It is purely a discrimination shown on the Petitioner, when especially similarly placed workers who were worked along with him were enrolled from 1-5-96, but the Petitioner alone was singled down by the 1st Respondent. There is no justification at all on the part of the 1st Respondent in denying the relief to the Petitioner when especially the 1st Respondent themselves fully aware that the Petitioner is working for them and discharging duties for them as per their directions for several years and further complied with the conditions stipulated by the Food Corporation of India Headquarters, New Delhi. Junior to the Petitioners were enrolled in the direct payment system under the 1st Respondent but the Petitioner, who is a senior, is left out since all the workers were taken on the rolls of the 1st Respondent, the 2nd Respondent labour contractors Society did not have any contract and consequently the Petitioner was without employment from 28-4-97. Due to the unjustified action of the 1st Respondent the Petitioner is without employment from 28-4-97. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the denial of enrolment of Petitioner under direct payment system from 1-5-96 by the 1st Respondent is not justified and pass an award directing the 1st Respondent to enrol the Petitioner under direct payment system from 1-5-96 and

to pay all back wages, continuity of service and other attendant benefits to the petitioner.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Tuticorin (hereinafter refers to as 1st Respondent) are briefly as follows :—

The 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors prior to 1990. They have never remunerated any contract workers directly and therefore, the allegation of the Petitioner that he had worked from 5-10-89 for the 1st Respondent has to be proved by the Petitioner himself before this Tribunal. The work of handling contract had been awarded to Contract Labour Co-operative Society formed by the workers. The transport and handling contract was finalized and awarded by the Senior Regional Manager, Food Corporation of India, Tamil Nadu Region, Chennai from 28-4-91. The said contract was extended upto 27-4-97. The allegation of the Petitioner that he was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. The Food Corporation of India is directly dealing with the Labour Co-operative Society and not with individuals such as the Petitioner, the 1st Respondent has not extended any benefits as alleged by the Petitioner in his Claim Statement and the Petitioner was never paid any wages by the 1st Respondent. As per the notification of Food Corporation of India Headquarters, New Delhi, the workers who satisfy the conditions imposed for extending benefits for direct payment system have been enrolled by the 1st Respondent as labourers under direct payment system. As per the Headquarters circular, the bio-data of the labourers maintained by the concerned labour co-operative society was obtained in prescribed form as per the Annexure III to the said circular and accordingly as per the list furnished by the labour union, the 1st Respondent had implemented the direct payment system of labourers as per Headquarters direction. The workers engaged by the Co-operative Society as per the list furnished by the Secretary and the President of Labour Union on 22-7-97 during the meeting held at the Regional Office at Chennai in the presence of Senior Regional Manager, Joint Manager (Finance & Accounts) and District Manager, Tuticorin, the workers were absorbed in one time as per the instructions from the Headquarters and not stage by stage as alleged by the Petitioner. The nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job. The head load labourers (workers) working with labour co-operative societies alone were entitled to work under direct payment system. The 1st Respondent had awarded contract for transportation and/or handling the food grains to the handling and transport contractors on the basis of tender enquiry and that the contract is for

supply of labourers by the contractor for doing food handling operation and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. There is no provision in the contract for bearing any liability by Food Corporation of India on account of any such employee of the contractor who might have been engaged by him to do his office / clerical work. Such employees might have been employed by the contractor for his own convenience. Such employees of the contractor might have worked more than one place or organisation wherever the contractor might have taken the contract for doing any type of work. The payment towards handling of food stocks were being made by Food Corporation of India to the contractors on the basis of ASOR and for the actual volume of work performed as per the terms of the contract. As per the notification issued by the Ministry of Labour in 1991 prohibiting the employment of contract labour in many depots of Food Corporation of India does not cover the clerical or supervisory work. The Food Corporation of India nowhere maintained contractors or contract employees for clerical or supervisory work as it has its own regular staff/officers everywhere. Such regular employees/officers are appointed by Food Corporation of India after following the statutory provisions of Food Corporation of India Staff Regulations. There is no provision for the post of Transport Assistant in Food Corporation of India Staff Regulations. The induction of such employees as in question in FCI would mean backdoor entry of employees in Food Corporation of India. Direct Payment System labourers are not covered by FCI Staff Regulations. Direct Payment System Labourers having been there in Food Corporation of India right from 1973 for doing food handling operations in various depots all over the country and there is no provision for induction of employees under direct payment system for doing clerical or supervisory work. The averment of the Petitioner in his Claim Statement that the 1st Respondent are fully aware that the Petitioner is working for them under the 2nd Respondent is not all true. The 1st Respondent do not have any direct link with the Petitioner and the 1st Respondent is making payment only to the Society and not to any worker directly. The three conditions laid down by the Food Corporation of India Headquarters circular have not been fulfilled by the Petitioner as per the records maintained by Food Corporation of India which were submitted by the Society then and there. The Petitioner's name also was not found in the E.P.F contribution list provided by the Society. If the Petitioner has really worked as a labourer in the 2nd Respondent Society, as alleged by him, his will be definitely available in the list of EPF contribution furnished to the 1st Respondent by the 2nd Respondent. The real dispute is not between the 1st Respondent and the Petitioner, it is only between the Petitioner and 2nd Respondent. The list of workers were furnished only by the General Secretary of the FCI Labour Union and not by the Society as alleged by the Petitioner.

The 1st Respondent has no direct link with the Petitioner or any other worker. The Food Corporation of India had enrolled the workers as per the list furnished by the National FCI Labour Union. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition of the Petitioner as there is no merit in the claim.

4. The averments in the Counter Statement filed by the II Party/Management The Secretary, National FCI Co-operative Contract Labour Society Ltd., Tuticorin (hereinafter refers to as 2nd Respondent) are briefly as follows:—

The workman involved in this dispute is the member of the co-operative society and was engaged by the Society. It is a fact that the Food Corporation of India had extended various benefits to the labourers since they are the Principal employer and reimbursed the employer portion of EPF contribution, bonus etc. The Petitioner had complied with the three conditions for enrolling the worker in the direct payment system as per the circular issued by the Food Corporation of India Headquarters at New Delhi. The 2nd Respondent Society had submitted a list of workers working in the M.G.Complex Depot and Milavittan Goods shed. The list contained 365 workers who were working in handling unit of the 2nd Respondent Society initially. At that time the Petitioner was working in the society and his services were needed by 2nd Respondent till the contract of society has ended on 27-4-97. So, the Petitioner was retained with the Society itself for discharging their duties after contract period was over and their work was not required. The name of the Petitioner was submitted to the 1st Respondent to put them also to absorb them under direct payment system as done for the other workers. The 1st Respondent however, refused to entertain the Petitioner to put him under direct payment system. Even before the formation of the Society, as per the guidance of the 1st Respondent the Petitioner was working with the 1st Respondent, the name of the Petitioner was not included in the initial list due to the reasons stated above and the contract was existing till 27-4-97. The list of 365 workers was furnished to the 1st Respondent for direct payment system from 1-1-97 effective from 1-5-96 and therefore the Petitioner's name could not be included in the first list. Out of the list of 365 workers furnished to the 1st Respondent so far 35 workers have left the 1st Respondent on various grounds such as retired, terminated, expired and long absence. The Petitioner had unblemished record of service and he is a sincere worker. If he is absorbed in FCI he will perform the work of the Corporation very efficiently as before. The Petitioner who was working in the 2nd Respondent Society may be absorbed in to the service of the 1st Respondent Corporation. Meanwhile, the Food Corporation of India /1st Respondent had framed a scheme for direct payment system and took over 423 labourers in the DPS scheme w.e.f. 1-3-97. If the handling and transport contract is not discharged fully and satisfactorily and if

there is any loss with contractual liability, the same will be levied on the shoulders of the Society only. Therefore, the society had the obligation to discharge the contractual liability of transport contractor had to continue the services of the Petitioner upto the completion of the contract period 27-4-97. Thereafter, since the Food Corporation of India had not awarded any contract to the society, the Society had become defunct with effect from 28-4-97. The Society can sympathise the Petitioner only and could not give any employment opportunity, since the Society was left over without any contract from Food Corporation of India since 24-7-97. The 1st Respondent being the original employer for the workman, since the inception of the society for whom the workmen were deployed for the period from 28-4-91 till 27-4-97 and since their counterparts 423 labourers have been taken over by the Food Corporation of India under DPS scheme. The prayer of the Petitioner may be considered by the 1st Respondent Food Corporation of India management.

5. The 1st Respondent has filed a rejoinder for the Counter Statement of the 2nd Respondent. The averments in that rejoinder are briefly as follows :—

The allegation in the Counter Statement of the 2nd Respondent that the Petitioner complied with the three conditions stipulated in the circular issued by the Food Corporation of India Headquarters is incorrect. All the 365 workers in the list furnished by the society on 21-2-97 were absorbed by the Food Corporation of India under direct payment system. At no point of time, the name of the Petitioner was submitted by the 2nd Respondent to the 1st Respondent. Further allegations of 2nd Respondent their Counter Statement that the Petitioner has fulfilled the conditions stipulated and was working with the 1st Respondent even before the formation of society are not correct. Before the formation of the society, since the contract system was prevailing at that time, the contractors were remunerated for the work turned out by them on SOR basis. Only after the formation of the society, the 1st Respondent reimbursed the wages paid by the Society to workers and nowhere the 1st Respondent reimbursed the wages of the Petitioner. The name of the Petitioner was not furnished in the initial list by the 2nd Respondent because as per their declaration, his services were needed by the 2nd Respondent till the date of the termination of the transport contract. It is therefore, clear that the services of the Petitioner was utilised by the society for their purpose. The allegation of the 2nd Respondent in their Counter Statement that 35 workers have left the 1st Respondent on various grounds has nothing to do in this case. Out of the seven long absented workers, the services of five workers are re-induced into Food Corporation of India . Moreover the number of casual labourers furnished by the Society was 108 whereas the casual labourers as per norms required is only 64. The 1st Respondent was therefore, overburdened with excess 44 casual labourers. During the discussions held with the society on 21-2-97 , the 2nd Respondent has

stated that about 25 women casual labourers are attaining their superannuation within two years and ^would be reduced subsequently. This was mutually agreed by both the Respondents to restrict the Casual Labourers as per norms gradually, notwithstanding the provision for replacement of superannuated worker under dependent quota. The allegation of the 2nd Respondent that 423 labourers have been inducted by the 1st Respondent is quite contrary to their statements made earlier in the Counter Statement. The present counter has been filed by the Ex-President of the defunct Society without any legal sanction with the collusion of the workman.

6. When the matter was taken up for enquiry, no one has been examined as a witness on either side and no document has been marked as an exhibit on either side. The argument advanced by the learned counsel for the II Party/1st Respondent was heard. The counsel for the Petitioner and the counsel for the 2nd Respondent have not come forward to advance any arguments, in spite of sufficient opportunity was provided to them.

7. The point for my consideration is —

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri K. Murugan, Transport Assistant, Milavittan Good shed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?”

Point: —

This industrial dispute has been raised by the Petitioner/Workman challenging the action of the 1st Respondent management of Food Corporation of India, Tuticorin in denying enrolment for him under direct payment system from 1-5-96 onwards as unjustified. It is admitted that the 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors before 1990 and they have never remunerated any contract workers directly. It is the contention of the Petitioner that he worked under the contractor in M.G. Complex to execute the works like loading, unloading, storing, stacking and transport work of the 1st Respondent from 5-10-89 continuously without any break . The 1st Respondent in their Counter Statement has specifically denied this averment of the Petitioner in his Claim Statement, so it is for the Petitioner to prove strictly that he had worked for the 1st Respondent from 5-10-1989 . The Petitioner has not let in oral or documentary evidence to prove his contention.

8. It is admitted that the Ministry of Labour, Government of India has prohibited the employment of contract labour and hence, the 1st Respondent Food Corporation of India encouraged the workers to form Labourers Co-operative Society and the work of handling contract had been awarded to the 2nd Respondent FCI Co-operative Contract Labour Society Ltd. formed by the

workers. It is also admitted that the transport and handling contract was awarded from 28-4-91 by the 1st Respondent Food Corporation of India and the said contract was extended up to 27-4-97. It is the definite allegation of the 1st Respondent that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. It is further alleged by the 1st Respondent that Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent erstwhile co-operative society in their Counter Statement has also stated "that the Petitioner was working with the 1st Respondent even before the formation of the society as per the guidance of the 1st Respondent. This averment of the 2nd Respondent in their Counter Statement is in support of the contention of the Petitioner in his Claim Statement on this aspect. "Neither the Petitioner nor the 2nd Respondent has let in any oral or documentary evidence to prove this contention. In the absence of one such proof, it cannot be said, when especially disputed by the 1st Respondent, the Petitioner had worked for the 1st Respondent from 5-10-89 onwards.

9. It is the specific averment of the 1st Respondent in their Counter Statement that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is incorrect and the Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent in their Counter Statement has stated that when the society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Good Shed for the 365 workers who were in handling unit of the 2nd Respondent Society, the Petitioner was working in the Society itself for discharging their duties, even after the contract for the society has ended on 27-4-97. It is further alleged in the Counter Statement by the 2nd Respondent that the society had obligation to discharge the contractual liability of transport contract fully and satisfactorily and hence, the services of the Petitioner had to continue after the completion of the contract period 27-4-97. In proof of these averments of the Petitioner as well as the 2nd Respondent that the Petitioner's services were utilised by the 2nd Respondent society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas as per the direction of the 1st Respondent, no oral or documentary evidence has been let in either by the Petitioner or by the 2nd Respondent before this Tribunal. It is the specific averment of the 2nd Respondent in their Counter Statement that the services of the Petitioner was needed by the 2nd Respondent till the contract of society has ended on 27-4-97 and so the Petitioner was retained with the society itself for

discharging their duties and their work was not required after the contract period was over. They have not stated in the Counter Statement that the Petitioner's service was utilised by the 2nd Respondent Co-operative Society to do the work of preparing truck chits for lorries in operation point in M.G.Complex and other areas. But it is stated in the Counter Statement that the Petitioner was engaged by the Co-operative Society . It is the clear averment of the 1st Respondent in their Counter Statement that the Food Corporation of India had awarded contract for transportation and/or handling of food grains to the handling and transport contractor on the basis of tender enquiry and the contract is for the supply of labourers by the contractor for doing food handling operations and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. It is clearly stated in" their Counter Statement that the contractor might have taken contract for doing any type of work and the employees of the contractor might have worked more than one place/organisation wherever the contractor might have taken contract and that payment towards handling of food stocks were being made by the Food Corporation of India to the contractors on the basis of ASOR and that the nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job and the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system. This has not been disputed by the 2nd Respondent, the National FCI Co-operative Contract Labour Society Ltd. in their Counter Statement. So, under such circumstances, it cannot be said that the Petitioner was engaged continuously, as per the direction of the 1st Respondent, to do the work of preparing truck chits for lorries in operation points in M.G.Complex and other areas. The Petitioner himself in his Claim Statement has averred that the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and as the service of the Petitioner was required. So on that admission of the fact, the Petitioner cannot have a right to claim to be absorbed for direct payment system, when it was meant for head load labourers working with labour co-operative societies alone, as contended by the 1st Respondent in their Counter Statement. The averment of the 1st Respondent in their Counter Statement that the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system has not been disputed as incorrect either by the 2nd Respondent Co-operative Society or by the Petitioner himself.

10. It is everybody's case that as per the decision of Food Corporation of India Headquarters, New Delhi taken in 1997 to implement direct payment system for the categories of handling labour, Sardar, Mandal and Ancillary labours three conditions were imposed that the worker already working there for the past three years who had

worked for at least nine out of 12 months in the last year preceding April, 1996 and EPF deductions were made for them. Though it is contended by the Petitioner as well as 2nd Respondent, the Petitioner had fulfilled all the three conditions, no acceptable evidence to that effect has been let in before this Tribunal either orally or by way of documentary evidence. It is specifically stated in the Counter Statement of the 1st Respondent that the Petitioner/Workman had not complied with those three conditions and hence he is not eligible to be absorbed as a labourer for direct payment system. It is the admission of the 2nd Respondent Co-operative Labour Contract Society that a list of workers for absorption for direct payment system has been furnished by the Secretary and President of the Labour Union and in that list, the name of the Petitioner was not included. It is confirmed by the 2nd Respondent in their Counter Statement that the names of 365 workers were furnished in the list given to the 1st Respondent for direct payment system from 1-1-1997. The 1st Respondent also in their Counter Statement has stated clearly that as per the circulars of Headquarters for the implementation of direct payment system of labour the bio-data from the labourers maintained by the concerned labour co-operative society was obtained in prescribed forma as per the annexure III to the said circular and accordingly, as per the list furnished by the labour union, the 1st Respondent has implemented the direct payment system of labourers as per the Headquarters direction as absorption in one time. It is further alleged that the Petitioner's name was not included in the list furnished by them. From the available materials, it is seen that the name of the Petitioner has not been mentioned in the list furnished by the Union to the 1st Respondent, since the service of the Petitioner was utilised by the 2nd Respondent Society for their own need. So under such circumstances, as rightly contended by the learned counsel for 1st Respondent Food Corporation of India management, Tuticorin, the action of the 1st Respondent in denying enrolment of Sri K. Murugan, Transport Assistant Food Corporation of India M.G. Complex Depot, Milavittan Good Shed under direct payment system from 1-5-1996 onwards is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

II. In the result, an Award is passed holding that the concerned workman Sri K. Murugan is not entitled for any relief. No. Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Exhibited :

On either side : Nil.

नई दिल्ली, 21 अप्रैल, 2003

का. आ. 1408.—औद्योगिक विषयाद् अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. प्रबंधधारा के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में विद्यिष्ट औद्योगिक विषयाद् में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई (संदर्भ संख्या 155/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/447/98-आई. आर. (सी. II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 21st April, 2003

S.O. 1408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 17-04-2003.

[No. L-22012/447/98-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday the 9th April, 2003

Present: K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 155/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 150/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Workmen and the Management of the District Manager & the Secretary, F.C.I.]

BETWEEN

Sri S. Ravi : I Party/Workman

AND

1. The District Manager, : II Party/Management
Food Corporation of India,
Tuticorin,

2. The Secretary,
The National FCI Co-operative
Contract Labour Society Ltd,
Tuticorin.

APPEARANCE:

For the Workman : Sri R. Arumugam and
N. Krishnakumar, Advocates

For the Respondent : Sri M. Imthias, Advocate
No. 1

For the Respondent : Sri S. Muthal Raj, Advocate.
No. 2

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-22012/447/98/IR(CM-II) dated 30-07-99.

This reference has been made earlier to the Tamil-Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I. D. No. 150/99. When the matter was pending enquiry in that Tribunal; Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 155/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-02-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the 1st Respondent were filed earlier before the Tamil Nadu State Industrial Tribunal, when the matter was pending before that Tribunal for adjudication and the Counter Statement of the 2nd Respondent and rejoinder of the 1st Respondent were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statements, rejoinder of the 1st Respondent, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri S. Ravi, Transport Assistant/Canteen Staff, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri S. Ravi (hereinafter refers to as Petitioner) are briefly as follows :—

The II Party/Management Food Corporation of India, Tuticorin and the Secretary, National FCI Co-operative Contract Labour Society Ltd. Tuticorin, have been cited as 1st and 2nd Respondents in this industrial dispute.

The 1st Respondent Corporation is having storage depot at M.G.Complex and Good shed at Milavittan. Before 1990, the 1st Respondent executed the loading, unloading, storing, stacking and transport work through different individual contractors. The Petitioner worked under a contractor in M.G.Complex to execute the above works of the 1st Respondent from 4-10-1989 continuously without any break. During 1990, the Ministry of Labour by a Notification prohibited the employment of contract labour in various godowns/depots of the 1st Respondent Corporation in which process, operation or work of handling of food grains including loading and unloading by any means of transport, storage and stacking is carried on. In view of the said Notification, the 1st Respondent encouraged the workers working in the 1st Respondent Corporation including the Petitioner to form a workers co-operative society, so that the workers would continued to be engaged without any break. Based on their advise/guidance, the 2nd Respondent Co-operative Labour Contract Society was formed by the workers working in 1st Respondent Corporation and the same was registered. The Petitioner is a member of the said society. The 1st Respondent awarded the handling and transport contract to the 2nd Respondent society from 28-4-1991. The contract was initially given for two years and subsequently extended upto 27-4-1997. The workers/members of the 2nd Respondent Society was engaged to do the work of the 1st Respondent. The Petitioner was engaged continuously and he was directed by the 1st Respondent to do the Work of preparing truck chits for lorries in operation points in M.G.Complex and other areas and other works/jobs of the 1st Respondent assigned by the 2nd Respondent from time to time. The Petitioner worked more than 240 days in each year without any break. The Respondents issued entry permits to the Petitioner and extended various benefits like P. F. bonus etc. The last drawn wages of the Petitioner is Rs.1,000/- During 1997 the Food Corporation of India, Headquarters, New Delhi decided to implement direct payment system in the 1st Respondent for the categories of handling labour Sardar Mandal and Ancillary Labours. It seems that the conditions imposed for extending the benefit of direct payment system is (1) the workers already working there for the last three years (2) who had worked for at least nine out of 12 months in the last year preceding April, 1996 and (3) EPF deductions were being made for them. The 1st Respondent implemented the said order of Food Corporation of India, Headquarters, New Delhi by absorbing the workers engaged through the 2nd Respondent as per the list furnished by the Secretary/President of Labour Union. The workers working along with the Petitioner were absorbed stage by stage. The

Petitioner was also under the impression that his name was also given along with the other workers and he would be absorbed as like other workers. In the meanwhile, the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G.Complex and other areas, since the transport contract was continued and the services of the Petitioner was required. The 2nd Respondent requested the labour union to give the name of the Petitioner later. Hence, the Petitioner's name was not included in the first list. Further, the Petitioner understands that the 1st Respondent did not specify any time limit for furnishing the list of workers. When the other workers who worked along with the Petitioner were absorbed on direct payment system by the 1st Respondent, the absorption of the Petitioner was delayed and therefore, the Petitioner approached the 2nd Respondent and the 2nd Respondent stated that the 1st Respondent will consider his case along with some of the workers left out. The 2nd Respondent's dialogue was protected for several months but the Respondents could not reach a solution favourable to the Petitioner. Then the Petitioner having no other option except to the approach the conciliation officer under section 2A of the Industrial Disputes Act, 1947. The 1st Respondent by letter dated 31-7-97 for the first time contended that the Petitioner did not fulfil three conditions stipulated by the Headquarters Food Corporation of India, New Delhi, but the said contention was totally incorrect when especially the 1st Respondent themselves aware that the Petitioner is working there for the past ten years continuously without any break and preceding April, 1996 he worked for more than nine months and EPF contributions were paid for the Petitioner from 1995 onwards. The 2nd Respondent by the letter dated 28-11-1997 confirmed the said fact and stated that the Petitioner fulfilled all the conditions. The Petitioner is in no way responsible for the act of the 2nd Respondent in not including his name. The 1st Respondent was fully aware that the Petitioner was working for them under the 2nd Respondent and earlier contractors right from 1989 onwards. The 1st Respondent never informed that his name was not included in the list and further no time limit was specified by the 1st Respondent for bringing the workers under the direct payment system. After failure of conciliation, the Central Govt. has referred this issue for adjudication by this Tribunal. The action of the 1st Respondent in denying the enrolment of the Petitioner under direct payment system from 1-5-96 is totally arbitrary, illegal and against law. It is purely a discrimination shown on the Petitioner, when especially similarly placed workers who were worked along with him were enrolled from 1-5-96, but the Petitioner alone was singled down by the 1st Respondent. There is no justification at all on the part of the 1st Respondent in denying the relief to the Petitioner when especially the 1st Respondent themselves fully aware that the Petitioner is working for them and discharging duties for them as per their directions for several years and further complied with

the conditions stipulated by the Food Corporation of India Headquarters, New Delhi. Juniors to the Petitioners were enrolled in the direct payment system under the 1st Respondent but the Petitioner, who is a senior, is left out since all the workers were taken on the rolls of the 1st Respondent, the 2nd Respondent labour contractor Society did not have any contract and consequently the Petitioner was without employment from 28-4-97. Due to the unjustified action of the 1st Respondent the Petitioner is without employment from 28-4-97. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the denial of enrolment of Petitioner under direct payment system from 1-5-96 by the 1st Respondent is not justified and pass an award directing the 1st Respondent to enrol the Petitioner under direct payment system from 1-5-96 and to pay all back wages, continuity of service and other attendant benefits to the Petitioner.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Tuticorin (hereinafter refers to as 1st Respondent) are briefly as follows : —

The 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G.Complex executed handling and transporting work through private contractors prior to 1990. They have never remunerated any contract workers directly and therefore, the allegation of the Petitioner that he had worked from 4-10-89 for the 1st Respondent has to be proved by the Petitioner himself before this Tribunal. The work of handling contract had been awarded to Contract Labour Co-operative Society formed by the workers. The transport and handling contract was finalised and awarded by the Senior Regional Manager, Food Corporation of India , Tamil Nadu Region, Chennai from 28-4-91. The said contract was extended upto 27-4-97. The allegation of the Petitioner that he was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G.Complex and other areas is not correct. The Food Corporation of India is directly dealing with the Labour Co-operative Society and not with individuals such as the Petitioner, the 1st Respondent has not extended any benefits as alleged by the Petitioner in his Claim Statement and the Petitioner was never paid any wages by the 1st Respondent. As per the notification of Food Corporation of India Headquarters, New Delhi, the workers who satisfy the conditions imposed for extending benefits for direct payment system have been enrolled by the 1st Respondent as labourers under direct payment system. As per the Headquarters circular, the bio-data of the labourers maintained by the concerned labour co-operative society was obtained in prescribed forma as per the Annexure III to the said circular and accordingly as per the list furnished by the labour union, the 1st Respondent had implemented the direct payment system of labourers as per Headquarters direction. The workers

engaged by the Co-operative Society as per the list furnished by the Secretary and the President of Labour Union on 22-7-97 during the meeting held at the Regional Office at Chennai in the presence of Senior Regional Manager Joint Manager (Finance & Accounts) and District Manager, Tuticorin, the workers were absorbed in one time as per the instructions from the Headquarters and not stage by stage as alleged by the Petitioner. The nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job. The head load labourers (workers) working with labour co-operative societies alone were entitled to work under direct payment system. The 1st Respondent had awarded contract for transportation and/or handling the food grains to the handling and transport contractors on the basis of tender enquiry and that the contract is for supply of labourers by the contractor for doing food handling operation and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. There is no provision in the contract for bearing any liability by Food Corporation of India on account of any such employee of the contractor who might have been engaged by him to do his office/clerical work. Such employees might have been employed by the contractor for his own convenience. Such employees of the contractor might have worked more than one place or organisation wherever the contractor might have taken the contract for doing any type of work. The payment towards handling of food stocks were being made by Food Corporation of India to the contractors on the basis of ASOR and for the actual volume of work performed as per the terms of the contract. As per the notification issued by the Ministry of Labour in 1991 prohibiting the employment of contract labour in many depots of Food Corporation of India does not cover the clerical or supervisory work. The Food Corporation of India nowhere maintained contractors or contract employees for clerical or supervisory work as it has its own regular staff/officers everywhere. Such regular employees/officers are appointed by Food Corporation of India after following the statutory provisions of Food Corporation of India Staff Regulations. There is no provision for the post of Transport Assistant in Food Corporation of India Staff Regulations. The induction of such employees as in question in FCI would mean backdoor entry of employees in Food Corporation of India. Direct Payment System labourers are not covered by FCI Staff Regulations. Direct Payment System Labourers having been there in Food Corporation of India right from 1973 for doing food handling operations in various depots all over the country and there is no provision for induction of employees under direct payment system for doing clerical or supervisory work. The averment of the Petitioner in his Claim Statement that the 1st Respondent are fully aware that the Petitioner is working for them under the 2nd Respondent is not all true. The 1st Respondent do not have any direct link with the Petitioner and the 1st Respondent is making payment only to the

Society and not to any worker directly. The three conditions laid down by the Food Corporation of India Headquarters circular have not been fulfilled by the Petitioner as per the records maintained by Food Corporation of India which were submitted by the Society then and there. The Petitioner's name also was not found in the EPF contribution list provided by the Society. If the Petitioner has really worked as a labourer in the 2nd Respondent Society, as alleged by him, his will be definitely available in the list of EPF contribution furnished to the 1st Respondent by the 2nd Respondent. The real dispute is not between the 1st Respondent and the Petitioner, it is only between the Petitioner and 2nd Respondent. The list of workers were furnished only by the General Secretary of the FCI Labour Union and not by the Society as alleged by the Petitioner. The 1st Respondent has no direct link with the Petitioner or any other worker. The Food Corporation of India had enrolled the workers as per the list furnished by the National FCI Labour Union. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition of the Petitioner as there is no merit in the claim.

4. The averments in the Counter Statement filed by the II Party/Management The Secretary, National FCI Co-operative Contract Labour Society Ltd., Tuticorin (hereinafter refers to as 2nd Respondent) are briefly as follows:—

The workman involved in this dispute is the member of the co-operative society and was engaged by the Society. It is a fact that the Food Corporation of India had extended various benefits to the labourers since they are the Principal employer and reimbursed the employer portion of EPF contribution, bouns etc. The Petitioner had complied with the three conditions for enrolling the workers in the direct payment system as per the circular issued by the Food Corporation of India Headquarters at New Delhi. The 2nd Respondent Society had submitted a list of workers working in the M. G. Complex Depot and Milavittan Goods shed. The list contained 365 workers who were working in handling unit of the 2nd Respondent Society initially. At that time the Petitioner was working in the society and his services were needed by 2nd Respondent till the contract of society has ended on 27-4-97. So, the Petitioner was retained with the Society itself for discharging their duties after contract period was over and their work was not required. The name of the Petitioner was submitted to the 1st Respondent to put them also to absorb them under direct payment system as done for the other workers. The 1st respondent however, refused to entertain the Petitioner to put him under direct payment system. Even before the formation of the Society, as per the guidance of the 1st Respondent the Petitioner was working with the 1st Respondent, the name of the petitioner was not included in the initial list due to the reasons stated above and the contract was existing till 27-4-97. The list of 365 workers was furnished to the 1st Respondent for direct payment

system from 1-1-97 effective from 1-5-96 and therefore, the petitioner's name could not be included in the first list. Out of the list of 365 workers furnished to the 1st Respondent so far 35 workers have left the 1st Respondent on various grounds such as retired, terminated, expired and long absence. The Petitioner had unblemished record of service and he is a sincere worker. If he is absorbed in FCI he will perform the work of the Corporation very efficiently as before. The Petitioner who was working in the 2nd Respondent Society may be absorbed into the service of the 1st Respondent Corporation. Meanwhile, the Food Corporation of India/1st Respondent had framed a scheme for direct payment system and took over 423 labourers in the DPS scheme w.e.f. 1-3-97. If the handing and transport contract is not discharged fully and satisfactorily and if there is any loss with contractual liability, the same will be levied on the shoulders of the Society only. Therefore, the society had the obligation to discharge the contractual liability of transport contractor had to continue the services of the petitioner upto the completion of the contract period 27-4-97. Thereafter, since the Food Corporation of India had not awarded any contract to the society, the Society had become defunct with effect from 28-4-97. The Society can sympathise the Petitioner only and could not give any employment opportunity, since the Society was left over without any contract from Food Corporation of India since 24-7-97. The 1st Respondent being the orginal employer for the workman, since the inception of the society for whom the workmen were deployed for the period from 28-4-91 till 27-4-97 and since their counterparts 423 labourers have been taken over by the Food Corporation of India under DPS scheme. The prayer of the Petitioner may be considered by the 1st Respondent Food Corporation of India management.

5. The 1st Respondent has filed a rejoinder for the Counter Statement of the 2nd Respondent. The averments in that rejoinder are briefly as follows:—

The allegations in th Counter Statement of the 2nd Respondent that the Petitioner complied with the three conditions stipulated in the circular issued by the Food Corporation of India Headquarters is incorrect. All the 365 workers in the list furnished by the Society on 21-2-97 were absorbed by the Food Corporation of India under direct payment system. At no point of time, the name of the petitioner was submitted by the 2nd Respondent to the 1st Respondent. Further allegations of 2nd Respondent in their Counter Statement that the Petitioner has fulfilled the conditions stipulated and was working with the 1st Respondent even before the formation of society are not correct. Before the formation of the society, since the contract system was prevailing at that time, the contractors were remunerated for the work turned out by them on SOR basis. Only after the formation of the society, the 1st Respondent reimbursed the wages paid by the Society to workers and nowhere the 1st Respondent reimbursed the

wages of the Petitioner. The name of the Petitioner was not furnished in the initial list by the 2nd Respondent because as per their declaration, his services were needed by the 2nd Respondent till the date of the termination of the transport contract. It is therefore, clear that the services of the Petitioner was utilised by the society for their purpose. The allegation of the 2nd Respondent in their Counter Statement that 35 workers have left the 1st Respondent on various grounds has nothing to do in this case. Out of the seven long absented workers, the service of five workers are re-inducted into Food Corporation of India. Moreover the number of casual labourers furnished by the Society was 108 whereas the casual labourers as per norms required is only 64. The 1st Respondent was therefore, overburdened with excess 44 casual labourers. During the discussions held with the society on 21-2-97, the 2nd Respondent has stated that about 25 women casual labourers are attaining their superannuation within two years and would be reduced subsequently. This was mutually agreed by both the Respondent to restrict the Casual Labourers as per norms gradually, notwithstanding the provision for replacement of superannuated worker under dependent quota. The allegation of the 2nd Respondent that 423 labourers have been inducted by the 1st Respondent is quite contrary to their statements made earlier in the Counter Statement. The present counter has been filed by the Ex-President of the defunct Society without any legal sanction with the collusion of the workman.

6. When the matter was taken up for enquiry, no one has been examined as a witness on either side and no document has been marked as an exhibit on either side. The argument advanced by the learned counsel for the II Party/1st Respondent was heard. The counsel for the Petitioner and the counsel for the 2nd Respondent have not come forward to advance any arguments, inspite of sufficient opportunity was provided to them.

7. The point for my consideration is—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri S. Ravi, Transport Assistant/ Canteen Staff, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 01-05-1996 onwards? If not, to what relief is the workman entitled?”

Point :—

This industrial dispute has been raised by the Petitioner/Workman challenging the action of the 1st Respondent management of Food Corporation of India, Tuticorin in denying enrolment for him under direct payment system from 1-5-96 onwards as unjustified. It is admitted that the 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G.Complex executed handling and transporting work through private contractors before 1990 and they have never remunerated any contract workers

directly. It is the contention of the Petitioner that he worked under the contractor in M.G. Complex to execute the works like loading, unloading, storing, stacking and transport work of the 1st Respondent from 4-10-89 continuously without any break. The 1st Respondent in their Counter Statement has specifically denied this averment of the Petitioner in his Claim Statement, so it is for the Petitioner to prove strictly that he had worked for the 1st Respondent from 4-10-10-1989. The Petitioner has not let in oral or documentary evidence to prove his contention.

8. It is admitted that the Ministry of Labour, Government of India has prohibited the employment of contract labour and hence, the 1st Respondent Food Corporation of India encouraged the workers to form Labourers Co-operative Society and the work of handling contract had been awarded to the 2nd Respondent FCI Co-operative Contract Labour Society Ltd. formed by the workers. It is also admitted that the transport and handling contract was awarded from 28-4-91 by the 1st Respondent Food Corporation of India and the said contract was extended up to 27-4-97. It is the definite allegation of the 1st Respondent that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. It is further alleged by the 1st Respondent that Food Corporation of India is dealing with labour co-operative society only and not with individuals such as the petitioner. The 2nd Respondent erstwhile co-operative society in their Counter Statement has also stated that the Petitioner was working with the 1st Respondent even before the formation of the society as per the guidance of the 1st Respondent. This averment of the 2nd Respondent in their Counter Statement is in support of the contention of the Petitioner in his Claim Statement on this aspect. Neither the Petitioner nor the 2nd Respondent has let in any oral or documentary evidence to prove this contention. In the absence of one such proof, it cannot be said, when especially disputed by the 1st Respondent the Petitioner had worked for the 1st Respondent from 4-10-89 onwards.

9. It is the specific averment of the 1st Respondent in their Counter Statement that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is incorrect and the Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent in their Counter Statement has stated that when the society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Good Shed for the 365 workers who were in handling unit of the 2nd Respondent Society, the Petitioner was working in the Society itself for discharging their

duties; even after the contract for the society has ended on 27-4-97. It is further alleged in the Counter Statement by the 2nd Respondent that the society had obligation to discharge the contractual liability of transport contract fully and satisfactorily and hence, the services of the Petitioner had to continue after the completion of the contract period 27-4-97. In proof of these averments of the Petitioner as well as the 2nd Respondent that the Petitioner's services were utilised by the 2nd Respondent society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas as per the direction of the 1st Respondent, no oral or documentary evidence has been let in either by the petitioner or by the 2nd Respondent before this Tribunal. It is the specific averment of the 2nd Respondent in their Counter Statement that the services of the petitioner was needed by the 2nd Respondent till the contract of society has ended on 27-4-97 and so the Petitioner was retained with the society itself for discharging their duties and their work was not required after the contract period was over. They have not stated in the Counter Statement that the petitioner's service was utilised by the 2nd Respondent Co-operative Society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas. But it is stated in the Counter Statement that the Petitioner was engaged by the Co-operative Society. It is the clear averment of the 1st Respondent in their Counter Statement that the Food Corporation of India had awarded contract for transportation and/or handling of Food grains to the handing and transport contractor on the basis of tender enquiry and the contract is for the supply of labourers by the contractor for doing food handling operations and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. It is clearly stated in their Counter Statement that the contractor might have taken contract for doing any type of work and the employees of the contractor might have worked more than one place/organisation wherever the contractor might have taken contract and the payment towards handling of food stocks were being made by the Food Corporation of India to the contractors on the basis of ASOR and that the nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job and the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system. This has not been disputed by the 2nd Respondent, the National FCI Co-operative Contract Labour Society Ltd. in their Counter Statement. So, under such circumstances, it cannot be said that the Petitioner was engaged continuously, as per the direction of the 1st Respondent, to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas. The Petitioner himself in his Claim Statement has averred that the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport

contract was continued and as the service of the Petitioner was required. So on that admission of the fact, the Petitioner cannot have a right to claim to be absorbed for direct payment system, when it was meant for head load labourers working with labour co-operative societies alone, as contended by the 1st Respondent in their Counter Statement. The averment of the 1st Respondent in their Counter Statement that the head load labourers' working with labour co-operative societies alone were entitled to work under direct payment system has not been disputed as incorrect either by the 2nd Respondent Co-operative Society or by the Petitioner himself.

10. It is everybody's case that as per the decision of Food Corporation of India Headquarters, New Delhi taken in 1997 to implement direct payment system for the categories of handling labour, Sardar, Mandal and Ancillary labours three conditions were imposed that the worker already working there for the past three years who had worked for at least nine out of 12 months in the last year preceding April, 1996 and EPF deductions were made for them. Though it is contended by the Petitioner as well as 2nd Respondent, the Petitioner had fulfilled all the three conditions, no acceptable evidence to that effect has been let in before this Tribunal either orally or by way of documentary evidence. It is specifically stated in the Counter Statement of the 1st Respondent that the Petitioner/Workman had not complied with those three conditions and hence he is not eligible to be absorbed as a labourer for direct payment system. It is the admission of the 2nd Respondent Co-operative Labour Contract Society that a list of workers for absorption for direct payment system has been furnished by the Secretary and President of the Labour Union and in that list, the name of the Petitioner was not included. It is confirmed by the 2nd Respondent in their Counter Statement that the names of 365 workers were furnished in the list given to the 1st Respondent for direct payment system from 1-1-1997. The 1st Respondent also in their Counter Statement has stated clearly that as per the circulars of Headquarters for the implementation of direct payment system of labour the bio-data from the labourers maintained by the concerned labour co-operative society was obtained in prescribed forma as per the annexure III to the said circular and accordingly, as per the list furnished by the labour union, the 1st Respondent has implemented the direct payment system of labourers as per the Headquarters direction as absorption in one time. It is further alleged that the Petitioner's name was not included in the list furnished by them. From the available materials, it is seen that the name of the Petitioner has not been mentioned in the list furnished by the Union to the 1st Respondent, since the service of the Petitioner was utilised by the 2nd Respondent Society for their own need. So under such circumstances, as rightly contended by the learned counsel for 1st Respondent Food Corporation of India Management, Tuticorin, the

action of the 1st Respondent in denying enrolment of Sri S. Ravi, Transport Assistant/Canteen Staff, Food Corporation of India, M.G.Complex Depot, Milavittan Good Shed under direct payment system from 1-5-1996 onwards is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the concerned workman Sri S. Ravi is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Exhibited :—

On either side : Nil

नई दिल्ली, 21 अप्रैल, 2003

का. आ. 1409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई., प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई (संर्ख संख्या 153/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2003 को प्राप्त हुआ था।

[सं. एल-22012/433/98-आई.आर.(सी-II)]

एन. पी. केरवन, डैस्क अधिकारी

New Delhi, the 21st April, 2003

S.O. 1409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 17-4-2003.

[No. L-22012/433/98-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 9th April, 2003

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 153/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 148/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act 1947 (14 of 1947),

between the Workmen and the Management of the District Manager & the Secretary, F.C.I.)

BETWEEN

Sri A. Shanmuganathan : I Party/Workman

AND

1. The District Manager, Food Corporation of India, Tuticorin. : II Party/Management

2. The Secretary,

The National FCI Co-operative Contract Labour Society Ltd, Tuticorin.

APPEARANCE:

For the Workman : Sri R. Arumugam &

N. Krishnakumar, Advocates

For the Respondent No. 1 : Sri M. Imthias, Advocate

For the Respondent No. 2 : Sri S. Muthal Raj, Advocate

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No-L-22012/433/98/IR(CM-II) dated 30-07-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 148/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 153/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 2-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the 1st Respondent were filed earlier before the Tamil Nadu State Industrial Tribunal, when the matter was pending before that Tribunal for adjudication and the Counter Statement of the 2nd Respondent and rejoinder of the 1st Respondent were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statements, rejoinder of the 1st Respondent, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri A. Shanmuganathan, Transport Assistant, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system, from 01-05-1996 onwards? If not, to what relief is the workman entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri A. Shanmuganathan (hereinafter referred to as Petitioner) are briefly as follows:—

The II Party/Management Food Corporation of India, Tuticorin and the Secretary, National FCI Co-operative Contract Labour Society Ltd, Tuticorin, have been cited as 1st and 2nd Respondents in this industrial dispute.

The 1st Respondent Corporation is having storage depot at M.G.Complex and Good shed at Milavittan. Before 1990, the 1st Respondent executed the loading, unloading, storing, stacking and transport work through different individual contractors. The Petitioner worked under a contractor in M.G. Complex to execute the above works of the 1st Respondent from 4-10-1989 continuously without any break. During 1990, the Ministry of Labour by a Notification prohibited the employment of contract labour in various godowns/depots of the 1st Respondent Corporation in which process, operation or work of handling of food grains including loading and unloading by any means of transport, storage and stacking is carried on. In view of the said Notification, the 1st Respondent encouraged the workers working in the 1st Respondent Corporation including the Petitioner to form a workers co-operative society, so that the workers would continue to be engaged without any break. Based on their advise/guidance, the 2nd Respondent Co-operative Labour Contract Society was formed by the workers working in 1st Respondent Corporation and the same was registered. The Petitioner is a member of the said society. The 1st Respondent awarded the handling and transport contract to the 2nd Respondent society from 28-4-1991. The contract was initially given for two years and subsequently extended upto 27-4-1997. The workers/members of the 2nd Respondent Society was engaged to do the work of the 1st

Respondent. The Petitioner was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation points in M.G.Complex and other areas and other works/jobs of the 1st Respondent assigned by the 2nd Respondent from time to time. The Petitioner worked more than 240 days in each year without any break. The Respondents issued entry permits to the Petitioner and extended various benefits like P.F. bonus etc. The last drawn wages of the Petitioner is Rs.1,000/- During 1997 the Food Corporation of India, Headquarters, New Delhi decided to implement direct payment system in the 1st Respondent for the categories of handling labour Sardar Mandal and Ancillary Labours. It seems that the conditions imposed for extending the benefit of direct payment system is (1) the workers already working there for the last three years (2) who had worked for at least nine out of 12 months in the last year preceding April, 1996 and (3) EPF deductions were being made for them. The 1st Respondent implemented the said order of Food Corporation of India, Headquarters, New Delhi, by absorbing the workers engaged through the 2nd Respondent as per the list furnished by the Secretary/President of Labour Union. The workers working along with the Petitioner were absorbed stage by stage. The Petitioner was also under the impression that his name was also given along with the other workers and he would be absorbed as like other workers. In the meanwhile, the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G.Complex and other areas, since the transport contract was continued and the services of the Petitioner was required. The 2nd Respondent requested the labour union to give the name of the Petitioner later. Hence, the Petitioner's name was not included in the first list. Further, the Petitioner understands that the 1st Respondent did not specify any time limit for furnishing the list of workers. When the other workers who worked along with the Petitioner were absorbed on direct payment system by the 1st Respondent, the absorption of the Petitioner was delayed and therefore, the Petitioner approached the 2nd Respondent and the 2nd Respondent stated that the 1st Respondent will consider his case along with some of the workers left out. The 2nd Respondent's dialogue was protected for several months but the Respondents could not reach a solution favourable to the Petitioner. Then the Petitioner having no other option except to the approach the conciliation officer under Section 2A of the Industrial Disputes Act, 1947. The 1st Respondent by letter dated 31-7-97 for the first time contended that the Petitioner did not fulfil three conditions stipulated by the Headquarters Food Corporation of India, New Delhi, but the said contention was totally incorrect when especially the 1st Respondent themselves aware that the Petitioner is working there for the past ten years continuously without any break and preceding April, 1996 he worked for more than nine months and EPF contributions were paid for the Petitioner

from 1995 onwards. The 2nd Respondent by the letter dated 28-11-1997 confirmed the said fact and stated that the Petitioner fulfilled all the conditions. The Petitioner is in no way responsible for the act of the 2nd Respondent in not including his name. The 1st Respondent was fully aware that the Petitioner was working for them under the 2nd Respondent and earlier contractors right from 1989 onwards. The 1st Respondent never informed that his name was not included in the list and further no time limit was specified by the 1st Respondent for bringing the workers under the direct payment system. After failure of conciliation, the Central Govt. has referred this issue for adjudication by this Tribunal. The action of the 1st Respondent in denying the enrolment of the Petitioner under direct payment system from 1-5-96 is totally arbitrary, illegal and against law. It is purely a discrimination shown on the Petitioner, when especially similarly placed workers who were worked along with him were enrolled from 1-5-96, but the Petitioner alone was singled down by the 1st Respondent. There is no justification at all on the part of the 1st Respondent in denying the relief to the Petitioner when especially the 1st Respondent themselves fully aware that the Petitioner is working for them and discharging duties for them as per their directions for several years and further complied with the conditions stipulated by the Food Corporation of India Headquarters, New Delhi. Juniors to the Petitioners were enrolled in the direct payment system under the 1st Respondent but the Petitioner, who is a senior, is left out since all the workers were taken on the rolls of the 1st Respondent, the 2nd Respondent labour contractor Society did not have any contract and consequently the Petitioner was without employment from 28-4-97. Due to the unjustified action of the 1st Respondent the Petitioner is without employment from 28-4-97. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the denial of enrolment of Petitioner under direct payment system from 1-5-96 by the 1st Respondent is not justified and pass an award directing the 1st Respondent to enrol the Petitioner under direct payment system from 1-5-96 and to pay all back wages, continuity of service and other attendant benefits to the Petitioner.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Tuticorin (hereinafter refers to as 1st Respondent) are briefly as follows :—

The 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors prior to 1990. They have never remunerated any contract workers directly and therefore, the allegation of the Petitioner that he had worked from 4-10-89 for the 1st Respondent has to be proved by the Petitioner himself before this Tribunal. The work of handling contract had been awarded to Contract Labour Co-operative Society

formed by the workers. The transport and handling contract was finalised and awarded by the Senior Regional Manager, Food Corporation of India, Tamil Nadu Region, Chennai from 28-4-91. The said contract was extended upto 27-4-97. The allegation of the Petitioner that he was engaged continuously and he was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. The Food Corporation of India is directly dealing with the Labour Co-operative Society and not with individuals such as the Petitioner, the 1st Respondent has not extended any benefits as alleged by the Petitioner in his Claim Statement and the Petitioner was never paid any wages by the 1st Respondent. As per the notification of Food Corporation of India Headquarters, New Delhi, the workers who satisfy the conditions imposed for extending benefits for direct payment system have been enrolled by the 1st Respondent as labourers under direct payment system. As per the Headquarters circular, the bio-data of the labourers maintained by the concerned labour co-operative society was obtained in prescribed forms as per the Annexure III to the said circular and accordingly as per the list furnished by the labour union, the 1st Respondent had implemented the direct payment system of labourers as per Headquarters direction. The workers engaged by the Co-operative Society as per the list furnished by the Secretary and the President of Labour Union on 22-7-97 during the meeting held at the Regional Office at Chennai in the presence of Senior Regional Manager Joint Manager (Finance & Accounts) and District Manager, Tuticorin, the workers were absorbed in one time as per the instructions from the Headquarters and not stage by stage as alleged by the Petitioner. The nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job. The head load labourers (workers) working with labour co-operative societies alone were entitled to work under direct payment system. The 1st Respondent had awarded contract for transportation and/or handling the food grains to the handling and transport contractors on the basis of tender enquiry and that the contract is for supply of labourers by the contractor for doing food handling operation and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. There is no provision in the contract for bearing any liability by Food Corporation of India on account of any such employee of the contractor who might have been engaged by him to do his office/clerical work. Such employees might have been employed by the contractor for his own convenience. Such employees of the contractor might have worked more than one place or organisation wherever the contractor might have taken the contract for doing any type of work. The payment towards handling of food stocks were being made by Food Corporation of India to the contractors on the basis of ASOR and for the actual volume of work performed as per the terms of the contract. As per the notification issued by

the Ministry of Labour in 1991 prohibiting the employment of contract labour in many depots of Food Corporation of India does not cover the clerical or supervisory work. The Food Corporation of India nowhere maintained contractors or contract employees for clerical or supervisory work as it has its own regular staff/officers everywhere. Such regular employees/officers are appointed by Food Corporation of India after following the statutory provisions of Food Corporation of India Staff Regulations. There is no provision for the post of Transport Assistant in Food Corporation of India Staff Regulations. The induction of such employees as in question in FCI would mean backdoor entry of employees in Food Corporation of India. Direct Payment System labourers are not covered by FCI Staff Regulations. Direct Payment System Labourers having been there in Food Corporation of India right from 1973 for doing food handling operations in various depots all over the country and there is no provision for induction of employees under direct payment system for doing clerical or supervisory work. The averment of the Petitioner in his Claim Statement that the 1st Respondent are fully aware that the Petitioner is working for them under the 2nd Respondent is not all true. The 1st Respondent do not have any direct link with the Petitioner and the 1st Respondent is making payment only to the Society and not to any worker directly. The three conditions laid down by the Food Corporation of India Headquarters circular have not been fulfilled by the Petitioner as per the records maintained by Food Corporation of India which were submitted by the Society then and there. The Petitioner's name also was not found in the E.P.F. contribution list provided by the Society. If the Petitioner has really worked as a labourer in the 2nd Respondent Society, as alleged by him, his will be definitely available in the list of EPF contribution furnished to the 1st Respondent by the 2nd Respondent. The real dispute is not between the 1st Respondent and the Petitioner, it is only between the Petitioner and 2nd Respondent. The list of workers were furnished only by the General Secretary of the FCI Labour Union and not by the Society as alleged by the Petitioner. The 1st Respondent has no direct link with the Petitioner or any other worker. The Food Corporation of India had enrolled the workers as per the list furnished by the National FCI Labour Union. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition of the Petitioner as there is no merit in the claim.

4. The averments in the Counter Statement filed by the II Party/Management. The Secretary, National FCI Co-operative Contract Labour Society Ltd., Tuticorin (hereinafter refers to as 2nd Respondent) are briefly as follows :—

The workman involved in this dispute is the member of the co-operative society and was engaged by the Society. It is a fact that the Food Corporation of India had extended various benefits to the labourers since they are the Principal

employer and reimbursed the employer portion of EPF contribution, bonus etc. The Petitioner had complied with the three conditions for enrolling the worker in the direct payment system as per the circular issued by the Food Corporation of India Headquarters at New Delhi. The 2nd Respondent Society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Goods Shed. The list contained 365 workers who were working in handling unit of the 2nd Respondent Society initially. At that time the Petitioner was working in the society and his services were needed by 2nd Respondent till the contract of society has ended on 27-4-97. So, the Petitioner was retained with the Society itself for discharging their duties after contract period was over and their work was not required. The name of the Petitioner was submitted to the 1st Respondent to put them also to absorb them under direct payment system as done for the other workers. The 1st Respondent however, refused to entertain the Petitioner to put him under direct payment system. Even before the formation of the Society, as per the guidance of the 1st Respondent the Petitioner was working with the 1st Respondent, the name of the Petitioner was not included in the initial list due to the reasons stated above and the contract was existing till 27-4-97. The list of 365 workers was furnished to the 1st Respondent for direct payment system from 1-1-97 effective from 1-5-96 and therefore, the Petitioner's name could not be included in the first list. Out of the list of 365 workers furnished to the 1st Respondent so far 35 workers have left the 1st Respondent on various grounds such as retired, terminated, expired and long absence. The Petitioner had unblemished record of service and he is a sincere worker. If he is absorbed in FCI he will perform the work of the Corporation very efficiently as before. The Petitioner who was working in the 2nd Respondent Society may be absorbed in to the service of the 1st Respondent Corporation. Meanwhile, the Food Corporation of India/1st Respondent had framed a scheme for direct payment system and took over 423 labourers in the DPS scheme w.e.f. 1-3-97. If the handling and transport contract is not discharged fully and satisfactorily and if there is any loss with contractual liability, the same will be levied on the shoulder of the Society only. Therefore, the society had the obligation to discharge the contractual liability of transport contractor had to continue the services of the Petitioner upto the completion of the contract period 27-4-97. Thereafter, since the Food Corporation of India had not awarded any contract to the society, the Society had become defunct with effect from 28-4-97. The Society can sympathise the Petitioner only and could not give any employment opportunity, since the Society was left over without any contract from Food Corporation of India since 24-7-97. The 1st Respondent being the original employer for the workman, since the inception of the society for whom the workmen were deployed for the period from 28-4-91 till 27-4-97 and since their counterparts 423 labourers have been taken over by the Food Corporation of India

under DPS scheme. The prayer of the Petitioner may be considered by the 1st Respondent Food Corporation of India management.

5. The 1st Respondent has filed a rejoinder for the Counter Statement of the 2nd Respondent. The averments in that rejoinder are briefly as follows :—

The allegations in the Counter Statement of the 2nd Respondent that the Petitioner complied with the three conditions stipulated in the circular issued by the Food Corporation of India Headquarters is incorrect. All the 365 workers in the list furnished by the Society on 21-2-97 were absorbed by the Food Corporation of India under direct payment system. At no point of time, the name of the Petitioner was submitted by the 2nd Respondent to the 1st Respondent. Further allegations of 2nd Respondent in their Counter Statement that the Petitioner has fulfilled the conditions stipulated and was working with the 1st Respondent even before the formation of society are not correct. Before the formation of the society, since the contract system was prevailing at that time, the contractors were remunerated for the work turned out by them on SOR basis. Only after the formation of the society, the 1st Respondent reimbursed the wages paid by the Society to workers and nowhere the 1st Respondent reimbursed the wages of the Petitioner. The name of the Petitioner was not furnished in the initial list by the 2nd Respondent because as per their declaration, his services were needed by the 2nd Respondent till the date of the termination of the transport contract. It is therefore, clear that the services of the Petitioner was utilised by the society for their purpose. The allegation of the 2nd Respondent in their Counter Statement that 35 workers have left the 1st Respondent on various grounds has nothing to do in this case. Out of the seven long absented workers, the services of five workers are re-induced into Food Corporation of India. Moreover the number of casual labourers furnished by the Society was 108 whereas the casual labourers as per norms required is only 64. The 1st Respondent was therefore, overburdened with excess 44 casual labourers. During the discussions held with the society on 21-2-97, the 2nd Respondent has stated that about 25 women casual labourers are attaining their superannuation within two years and would be reduced subsequently. This was mutually agreed by both the Respondents to restrict the Casual Labourers as per norms gradually, notwithstanding the provision for replacement of superannuated worker under dependent quota. The allegation of the 2nd Respondent that 423 labourers have been inducted by the 1st Respondent is quite contrary to their statements made earlier in the Counter Statement. The present counter has been filed by the Ex-President of the defunct Society without any legal sanction with the collusion of the workman.

6. When the matter was taken up for enquiry, no one has been examined as a witness on either side and no

document has been marked as an exhibit on either side. The argument advanced by the learned counsel for the II Party/1st Respondent was heard. The counsel for the Petitioner and the counsel for the 2nd Respondent have not come forward to advance any arguments, in spite of sufficient opportunity was provided to them.

7. The point for my consideration is :—

“Whether the action of the management of Food Corporation of India, Tuticorin is justified in denying enrolment of Shri A. Shanmuganathan, Transport Assistant, FCI, MG Complex Depot, Milavittan Goodshed under direct payment system from 1-5-1996 onwards? If not, to what relief is the workman entitled?”

Point:—

This industrial dispute has been raised by the Petitioner/Workman challenging the action of the 1st Respondent management of Food Corporation of India, Tuticorin in denying enrolment for him under direct payment system from 1-5-96 onwards as unjustified. It is admitted that the 1st Respondent Food Corporation of India, District Office, Tuticorin at M.G. Complex executed handling and transporting work through private contractors before 1990 and they have never remunerated any contract workers directly. It is the contention of the Petitioner that he worked under the contractor in M.G. Complex to execute the works like loading, unloading, storing, stacking and transport work of the 1st Respondent from 4-10-89 continuously without any break. The 1st Respondent in their Counter Statement has specifically denied this averment of the Petitioner in his Claim Statement, so it is for the Petitioner to prove strictly that he had worked for the 1st Respondent from 4-10-1989. The Petitioner has not let in oral or documentary evidence to prove his contention.

8. It is admitted that the Ministry of Labour, Government of India has prohibited the employment of contract labour and hence the 1st Respondent Food Corporation of India encouraged the workers to form Labourers Co-operative Society and the work of handling contract had been awarded to the 2nd Respondent FCI Co-operative Contract Labour Society Ltd. formed by the workers. It is also admitted that the transport and handling contract was awarded from 28-4-91 by the 1st Respondent Food Corporation of India and the said contract was extended up to 27-4-97. It is the definite allegation of the 1st Respondent that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is not correct. It is further alleged by the 1st Respondent that Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent erstwhile co-operative society in their Counter Statement has also stated that the Petitioner was working

with the 1st Respondent even before the formation of the society as per the guidance of the 1st Respondent. This averment of the 2nd Respondent in their Counter Statement is in support of the contention of the Petitioner in his Claim Statement on this aspect. Neither the Petitioner nor the 2nd Respondent has let in any oral or documentary evidence to prove this contention. In the absence of one such proof, it cannot be said, when especially disputed by the 1st Respondent, the Petitioner had worked for the 1st Respondent from 4-10-89 onwards.

9. It is the specific averment of the 1st Respondent in their Counter Statement that the averment of the Petitioner in his Claim Statement that he was engaged continuously and was directed by the 1st Respondent to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas is incorrect and the Food Corporation of India is directly dealing with labour co-operative society only and not with individuals such as the Petitioner. The 2nd Respondent in their Counter Statement has stated that when the society had submitted a list of workers working in the M.G. Complex Depot and Milavittan Goods Shed for the 365 workers who were in handling unit of the 2nd Respondent Society, the Petitioner was working in the Society itself for discharging their duties, even after the contract for the society has ended on 27-4-97. It is further alleged in the Counter Statement by the 2nd Respondent that the society had obligation to discharge the contractual liability of transport contract fully and satisfactorily and hence, the services of the Petitioner had to continue after the completion of the contract period 27-4-97. In proof of these averments of the Petitioner as well as the 2nd Respondent that the Petitioner's services were utilised by the 2nd Respondent society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas as per the direction of the 1st Respondent, no oral or documentary evidence has been let in either by the Petitioner or by the 2nd Respondent before this Tribunal. It is the specific averment of the 2nd Respondent in their Counter Statement that the services of the Petitioner was needed by the 2nd Respondent till the contract of society has ended on 27-4-97 and so the Petitioner was retained with the society itself for discharging their duties and their work was not required after the contract period was over. They have not stated in the Counter Statement that the Petitioner's service was utilised by the 2nd Respondent Co-operative Society to do the work of preparing truck chits for lorries in operation point in M.G. Complex and other areas. But it is stated in the Counter Statement that the Petitioner was engaged by the Co-operative Society. It is the clear averment of the 1st Respondent in their Counter Statement that the Food Corporation of India had awarded contract for transportation and/or handling of foodgrains to the handling and transport contractor on the basis of tender enquiry and the contract is for the supply of labourers by

the contractor for doing food handling operations and there is no provision for supplying of personnel by contractor to Food Corporation of India for doing office/clerical work. It is clearly stated in their Counter Statement that the contractor might have taken contract for doing any type of work and the employees of the contractor might have worked more than one place/organisation wherever the contractor might have taken contract and that payment towards handling of food stocks were being made by the Food Corporation of India to the contractors on the basis of ASOR and that the nature of work alleged to have been done by the Petitioner as Transport Assistant is a clerical job and the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system. This has not been disputed by the 2nd Respondent, the National FCI Co-operative Contract Labour Society Ltd. in their Counter Statement. So, under such circumstances, it cannot be said that the Petitioner was engaged continuously, as per the direction of the 1st Respondent, to do the work of preparing truck chits for lorries in operation points in M.G. Complex and other areas. The Petitioner himself in his Claim Statement has averred that the Petitioner was continued to be engaged in the work of preparing truck chit for lorries in operation points in M.G. Complex and other areas, since the transport contract was continued and as the service of the Petitioner was required. So on that admission of the fact, the Petitioner cannot have a right to claim to be absorbed for direct payment system, when it was meant for head load labourers working with labour co-operative societies alone, as contended by the 1st Respondent in their Counter Statement. The averment of the 1st Respondent in their Counter Statement that the head load labourers working with labour co-operative societies alone were entitled to work under direct payment system has not been disputed as incorrect either by the 2nd Respondent Co-operative Society or by the Petitioner himself.

10. It is everybody's case that as per the decision of Food Corporation of India Headquarters, New Delhi taken in 1997 to implement direct payment system for the categories of handling labour, Sardar, Mandal and Ancillary labours three conditions were imposed that the worker already working there for the past three years who had worked for at least nine out of 12 months in the last year preceding April, 1996 and EPF deductions were made for them. Though it is contended by the Petitioner as well as 2nd Respondent, the Petitioner had fulfilled all the three conditions, no acceptable evidence to that effect has been let in before this Tribunal either orally or by way of

documentary evidence. It is specifically stated in the Counter Statement of the 1st Respondent that the Petitioner/Workman had not complied with those three conditions and hence he is not eligible to be absorbed as a labourer for direct payment system. It is the admission of the 2nd Respondent Co-operative Labour Contract Society that a list of workers for absorption for direct payment system has been furnished by the Secretary and President of the Labour Union and in that list, the name of the Petitioner was not included. It is confirmed by the 2nd Respondent in their Counter Statement that the names of 365 workers were furnished in the list given to the 1st Respondent for direct payment system from 1-1-1997. The 1st Respondent also in their Counter Statement has stated clearly that as per the circulars of Headquarters for the implementation of direct payment system of labour the bio-data from the labourers maintained by the concerned labour co-operative society was obtained in prescribed form as per the annexure III to the said circular and accordingly, as per the list furnished by the labour union, the 1st Respondent has implemented the direct payment system of labourers as per the Headquarters direction as absorption in one time. It is further alleged that the Petitioner's name was not included in the list furnished by them. From the available materials, it is seen that the name of the Petitioner has not been mentioned in the list furnished by the Union to the 1st Respondent, since the service of the Petitioner was utilised by the 2nd Respondent Society for their own need. So under such circumstances, as rightly contended by the learned counsel for 1st Respondent Food Corporation of India Management, Tuticorin, the action of the 1st Respondent in denying enrolment of Sri A. Shanmuganathan, Transport Assistant Food Corporation of India, M.G. Complex Depot, Milavittan Goods Shed under direct payment system from 1-5-1996 onwards is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the concerned workman Sri A. Shanmuganathan is not entitled for any relief. No Cost:

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2003.)

K.KARTHIKEYAN, Presiding Officer

Witnesses Examined:—

On either side : None

Documents Exhibited:—

On either side : Nil